

CONTRACT NO. LOG MSSP 2022-02-012-GRJ

ONE (1) - YEAR LICENSE AND SUPPORT RENEWAL OF EXISTING ANTIVIRUS FOR PROXY AND NETWORK MONITORING SYSTEM HO-IST21-020 / PB211220-NA00479

I-SECURE NETWORKS & BUSINESS SOLUTIONS, INC. (SUPPLIER)
BY:


RITCHIE I. GALLARDO
Technical Manager

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 Vice President, Corporate Affairs Group, **MR. RENE B. BARRUELA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

I-SECURE NETWORKS & BUSINESS SOLUTIONS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 1018 Cityland Shaw Tower, Shaw Boulevard Corner St. Francis Street, Mandaluyong City, Philippines, herein represented by its Technical Manager, **MR. RITCHIE I. GALLARDO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**.

WITNESSETH: That –

WHEREAS, on 30 November 2021, NPC posted the Invitation to Bid for the Public Bidding for the One (1) – Year License and Support Renewal of Existing Antivirus for Proxy and Network Monitoring System;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 22 December 2021 on the aforesaid undertaking;

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

WHEREAS, NPC accepted the said bid of the SUPPLIER;

SIGNED IN THE PRESENCE OF:

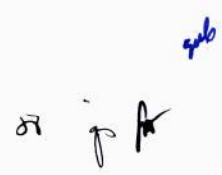

Leilani Cruz
(SUPPLIER)


VIRGILIO LEYBA
Department Manager, ITSD
(NPC)

NATIONAL POWER CORPORATION (NPC)
BY:


RENE B. BARRUELA
Vice President, Corp. Affairs Group

Contract between NPC and I-Secure Networks & Business Solutions, Inc.
One (1) Year License and Support Renewal of Existing Antivirus for Proxy and Network Monitoring System
Contract No. LOG MSSP 2022-02-012-GRJ



I-SECURE NETWORKS & BUSINESS SOLUTIONS, INC. (SUPPLIER)

BY:


RITCHIE GALLARDO
Technical Manager

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:

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 One (1) – Year License and Support Renewal of Existing Antivirus for Proxy and Network Monitoring System, PR No. HO-IST21-020 / PB211220-NA00479;
2. Supplemental/Bid Bulletin No. 1 dated 14 December 2021;
3. Notice of Award dated 18 February 2022;
4. Post Qualification Report dated 21 January 2022;
5. Bid Opening Report dated 27 December 2021;
6. SUPPLIER's bid proposal dated 13 December 2021;
7. Notice to Proceed; and
8. The Performance Security to be filed by SUPPLIER 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 works to be done shall cover the One (1) – Year License and Support Renewal of Existing Antivirus for Proxy and Network Monitoring System.

All the other works which are not indicated on the technical specifications that are necessary for the complete and reliable operation of the project shall hereby provide by the Supplier.

Any and/or all expenses arising through the lack of knowledge or understanding regarding the existing conditions of the site shall be the responsibility of the Supplier and no additional payment thereof shall be made by NPC.

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SIGNED IN THE PRESENCE OF:


Leobani Cruz
(SUPPLIER)


VIRGILIO STEYBA
Department Manager, ITSD
(NPC)

NATIONAL POWER CORPORATION (NPC)


RENE B. BARRUELA
Vice President, Corp. Affairs Group

BY:



BY:

Rene B. Barruela
RENE B. BARRUELA
Vice President, Corp. Affairs Group

SIGNED IN THE PRESENCE OF:

Virgilio Suleyba
VIRGILIO SULEYBA
Department Manager, ITSD
(NPC)

Leonor Cruz
Leonor Cruz
(SUPPLIER)

BY:

Ritchie I. Gallardo
RITCHIE I. GALLARDO
Technical Manager

Codes and Standards

The materials and equipment to be furnished shall be designed, manufactured and tested in accordance with, but not limited to, the latest issues of the following codes and standards, including all addenda, in effect at time of purchase order unless otherwise stated in this specification.

- | | |
|--|------|
| 1. American National Standards Institute | ANSI |
| 2. International Standards Organization | ISO |
| 3. Philippines Electronics Code | PEC |

These codes and standards set forth the minimum requirements which may be exceeded by the Supplier, if, in the Supplier's judgment and with NPC's acceptance, superior or more economical designs or materials and equipment are available for successful and continuous operation of the Supplier's instrument as required by this specification.

Technical Specifications

1. Antivirus Solution for Existing WebMarshal Proxy Internet Gateway

- 1.1. The solution shall be a configuration and update tool that will provide an integrated malware protection at the gateway by checking file uploads and downloads against known viruses, spyware, worms and adware, as well as against any potentially unwanted applications (PUA).
- 1.2. Features
 - 1.2.1. Must support a native 64-bit scanning engine as well as the 32-bit version. Both versions can be installed on the same system.
 - 1.2.2. Shall have CXMail implementation for additional checks appropriate to email or other edge servers.
 - 1.2.3. Can perform a signature based cloud look-ups query to verify and to check for updated information when a file is either clean or malicious.
 - 1.2.4. Shall have the ability to decompress archives. This feature must be capable to override the "deepScan" setting in WebMarshal Engine configuration. Decompression ensures that the Antivirus returns correct information about password protected archives that cannot be scanned.
- 1.3. Software Prerequisites
 - 1.3.1. Must support the installation in Server 2008 (SP2) or above.
 - 1.3.2. Supports DNS connectivity (port 53) to a local DNS server that can forward queries to the Antivirus support. The DNS server address will be populated automatically based on server settings. Must have the ability to override the Automatic settings if required.

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Frank
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↑

NATIONAL POWER CORPORATION
(NPC)

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RENE B. BARRUELA

Vice President, Corp. Affairs Group

SIGNED IN THE PRESENCE OF:


VIRGILIO S. LEYBA

Department Manager, ITSD
(NPC)


Leilaní Guzmán
(SUPPLIER)

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RICHIE T. GALLARDO
Technical Manager

2. License and Support for the Existing WhatsUp Gold Network Monitoring and Management System

2.1. Supported Platforms and Databases

- 2.1.1. (32 or 64-Bit Edition) Windows 8.1/10, or Windows 2008, Server R2, or Windows 2012 Server R2, or Windows Server 2016
- 2.1.2. Microsoft SQL 2008 Express/R2, Microsoft SQL 2008/2012 Standard or Enterprise Edition, Microsoft SQL 2014 Standard Edition (32 or 64 bit edition)

2.2. Features

- 2.2.1. Must be able to support per device or points licensing
- 2.2.2. Supports unlimited monitors for each device.
- 2.2.3. Must support flexible licensing which allows you to mix and match what you are monitoring at will.
- 2.2.4. Must support reallocation of licenses whenever and wherever you want without purchasing technology specific licenses for applications, network flow sources and devices.
- 2.2.5. Automatically discovers, maps and monitors your cloud resources from cloud providers such as Amazon Web Services and Azure
- 2.2.6. Network Monitoring must be Agentless.
- 2.2.7. Must have single Console for alert and threshold management across all monitors.
- 2.2.8. Must provide user and group-level security, allowing an administrator to prevent access to certain parts of the product on a per-user or per-group basis.
- 2.2.9. Supports Performance monitors such as CPU, Disk, Interface utilization, Memory, Ping Latency.
- 2.2.10. Support layer2/3 that automatically discover, map, and inventory your network assets and port-to-port connectivity.
- 2.2.11. Must gather asset information from discovered devices including serial number, firmware/BIOS, installed software and warranty information.
- 2.2.12. Track and alerts you in real time when devices and services are down.
- 2.2.13. Listen for external signals (SNMP traps, Windows Event Logs, and Syslogs) to identify and alert on infrastructure issues as they happen.
- 2.2.14. Supports custom monitors that can be set up to track individual performance metrics as required.
- 2.2.15. Supports thresholds monitors that alerts you when minimum or maximum thresholds are breached.
- 2.2.16. Support Mobile Access for receiving critical reports and action on your smart phone on the go.
- 2.2.17. Supports active script performance monitors and actions JScript and VB Script.
- 2.2.18. Server and application monitoring via WMI & SNMP.

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Department Manager, ITSD
(NPC)


Leilani Cruz
(SUPPLIER)

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- 2.2.19. Support for custom and non-custom MIBs.
 - 2.2.20. Monitor individual processes responsible for those specific services.
 - 2.2.21. Hardware monitoring for UPS, Printer, Fan, Power Supply, and temperature.
 - 2.2.22. Provides active monitors for tracking files and folders in the monitored systems environment.
 - 2.2.23. Supports monitoring of Wireless Infrastructure, wireless devices, Wireless Controller and Access Point (AP).
 - 2.2.24. Custom monitors for any WMI-enabled application whether middleware or web based including virtual environments.
 - 2.2.25. Support SMS Direct Action that directly sends SMS to local GSM Modem and no need for SMS Gateway.
 - 2.2.26. Includes Application Performance Monitoring and Manage the availability and performance of popular business applications like MS SQL Server.
 - 2.2.27. SQL Query Monitor for Microsoft SQL Server, My-SQL and Oracle.
 - 2.2.28. Self-Monitoring for Database performance monitors, Service Status, and Polling Engine.
 - 2.2.29. Monitoring of Network Devices like Router, switches, wireless devices, servers and other SNMP based devices.
 - 2.2.30. Integrated suite of Database Tools to Validate and Compact database, Check for fragmented tables, Optimized selected tables, and purged expired rows.
- 2.3. Discovery, Mapping and Inventory
- 2.3.1. Leverages Layer 2/3 technologies including ARP, SNMP, SSH, ICMP, IP range scan and SmartScan to discover all network assets and their interconnections Must have maps overlay that to show connectivity, dependency, wireless, and virtual information through a single button click
 - 2.3.2. Auto generation of topology maps showing complete Layer 2/3 connectivity
 - 2.3.3. Full customization of topology maps (background images, hierarchical/radial formats, etc.)
 - 2.3.4. Extensive asset/inventory reporting such as serial number, OS version, computer Processor, RAM, Disk, BIOS Information, patches and warranty info included
 - 2.3.5. Supports Availability and Performance monitoring of Virtualization such as ESXi and Hyper-V
 - 2.3.6. Pre-defined scanning templates for Role-based identification of devices
- 2.4. General Monitoring
- 2.4.1. Active, Performance, Passive, and SSH Monitors
 - 2.4.2. Configurable Split-Second Graphs in Reports for both SNMP and WMI
 - 2.4.3. Instant Info – Instantaneous access to SNMP data in Pop Ups

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Department Manager, ITSD
(NPC)


Leilan Guz
(SUPPLIER)

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Technical Manager

- 2.4.4. Custom monitoring for SNMP and using JavaScript or VBScript
- 2.4.5. SNMP v1-3 support
- 2.4.6. Microsoft Services
- 2.4.7. Monitors Microsoft Exchange / SQL/ MySQL/ODBC
- 2.4.8. Unix/Linux via SSH and SNMP
- 2.4.9. IP Services monitoring such as HTTP/S, FTP, IMAP, POP3, ICMP, Email Route, DNS, SNMP and Telnet

2.5. Management Console

- 2.5.1. Web based management console
- 2.5.2. Full Web Administrative Rights
- 2.5.3. Customizable Workspaces and Dashboards
- 2.5.4. Password Protected personal workspaces
- 2.5.5. Configurable user role based management
- 2.5.6. Bulk Field changes

2.6. Reporting

- 2.6.1. Full reports in HTML
- 2.6.2. Multiple Data Points on a Single Graph
- 2.6.3. Scheduled Recurring report in a pdf file
- 2.6.4. Supports Real-time and Historical reports
- 2.6.5. Reporting data export to: email, PDF, Excel, CSV formats

2.7. Alerts and Notification

- 2.7.1. Email Notification with support for encryption and SMTP authentication
- 2.7.2. Configurable alert thresholds for both SNMP and WMI
- 2.7.3. Block out alerting capability
- 2.7.4. Configurable alert/alarm escalation to comply with pre-defined escalation procedures
- 2.7.5. Supports real-time alerting and notification via Email, SMS, Web Alarms, Windows Popups, Sound, SNMP Traps, Service Restart, External Scripts, and Active Script

2.8. Network Traffic Analysis

- 2.8.1. Support for Popular Flow Formats such as Cisco NetFlow, Netflow Lite, sFlow, J-Flow, IPFIX, and
- 2.8.2. NSEL (NetFlow Secure Event Logging)
- 2.8.3. Supports identification of traffic flow patterns through the network in real-time
- 2.8.4. Alerts and Reports on Interface traffic and bandwidth Utilization
- 2.8.5. Supports identification of traffic sources (top talkers) and destinations
- 2.8.6. Must have automatic identification of high traffic flows to un-monitored ports and highlighting of those ports as candidates for monitoring
- 2.8.7. Automatic identification of high traffic flows to un-monitored ports and highlighting of those ports as candidates for monitoring

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Technical Manager


Leboni Cruz
(SUPPLIER)

BY:


RENE B. BARRUELA
Vice President, Corp. Affairs Group

2.8.8. Supports detection of failed connections

2.9. Application Performance Monitoring

- 2.9.1. Support Performance Monitoring of Commercial Applications such as but not limited to MS Exchange, MSSQL, Oracle, IIS, Active Directory, and DNS
- 2.9.2. Monitors In-house Applications using custom application profiles to meet specific monitoring needs
- 2.9.3. Supports Advance State Monitoring that control the definition and monitoring of application states
- 2.9.4. Supports multi-step Action Policies and Alerting that include issuing of alerts via text or email, capturing events to log file, or self-healing actions such as restarting an application service or initiating PowerShell script
- 2.9.5. Support blackout policies for alerts and actions.
- 2.9.6. Supports Application Performance Dashboards to help quickly identify the root cause of problems and identify trends that can affect future performance.
- 2.9.7. Must assess the health of all applications with the current status dashboards
- 2.9.8. Leverage Historical Status Reports to drill down and analyze application performance problems over a period of time
- 2.9.9. Report chronic problems with Component Summary Dashboard that details all monitored component for an application.
- 2.9.10. Must have State Change Log that keeps a running tally of all state changes at the application and component level to anticipate potential problems.

Maintenance and Support Services

All maintenance and support services shall conform the requirements stated. All other maintenance and support services to be rendered by the Supplier are as follows:

- 1. Local Support via phone/email (8am-7pm, M-F) with 1-year local On-Site Support from the date of purchase.
- 2. Quarterly Health Check on-site (8am-5pm)
- 3. Provision of Updates and Software Upgrades

Documents to be Submitted

- a. "Certificate of Origin" from the Manufacturer;
- b. "Warranty Certificate" for One (1) Year against system defect /workmanship;
- c. Instruction/User Manual; and
- d. Brochure, Catalogues and Technical Specifications.

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BY:


RITCHIE I. GALLARDO
Technical Manager

All documents shall be submitted to the Manager – ITSD for evaluation and/or approval prior to issuance of acceptance certificate.

Acceptance Criteria

A Certificate of Acceptance shall be issued by the Manager-ITSD once all the requirements are fully met by the Supplier.

**ARTICLE III
DELIVERY PERIOD**

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 Existing Antivirus for Proxy and Network Monitoring System shall be one (1) year upon receipt of complete supporting documents as required by NPC.

The system shall be supplied and installed at the NPC Data Center, NPC Head Office, Diliman, Quezon City.

**ARTICLE IV
PAYMENT TERMS**

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS TWO MILLION FIVE HUNDRED FIFTY TWO THOUSAND FOUR HUNDRED EIGHTY PESOS (PHP 2,552,480.00)**.

NPC shall pay the Supplier within thirty (30) days from receipt of the complete supporting documents as required by NPC. Checks will be prepared for payment to the Supplier subject to existing taxes.

**ARTICLE V
PERFORMANCE SECURITY**

To guarantee the faithful performance of the SUPPLIER's obligation under this Contract, the SUPPLIER 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 total contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly accredited by the

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SIGNED IN THE PRESENCE OF:


Lenani Cruz
(SUPPLIER)


VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)

NATIONAL POWER CORPORATION (NPC)

BY:


RENE B. BARRUELA
Vice President, Corp. Affairs Group



BY:


RITCHIE GALLARDO
Technical Manager

Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

c. Performance Securing Declaration.

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 SUPPLIER to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the SUPPLIER.

In case of surety bond, any extension of the contract time granted to the SUPPLIER, 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 SUPPLIER to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

**ARTICLE VI
LIQUIDATED DAMAGES**

Should SUPPLIER 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 VII
NON-ASSIGNMENT AND NO SUB-CONTRACT**

The SUPPLIER 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 SUPPLIER of its responsibilities under the Contract. The SUPPLIER shall ensure that the terms

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BY:


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Vice President, Corp. Affairs Group



BY:


RITCHIE T. GALLARDO
Technical Manager

and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SUPPLIER shall be responsible for the observance by the sub-contractor 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-contractor 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 SUPPLIER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SUPPLIER because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

ARTICLE VIII
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 IX
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 supplier 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 supplier 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 X
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 SUPPLIER, 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 SUPPLIER 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 SUPPLIER in the submission of documents, or suppression of material facts, which if known could have disqualified the supplier gives NPC the immediate right or recourse to motu

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Leticia Guz
(SUPPLIER)


VIRGILIO D. LEYBA
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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 XI
WARRANTY CLAUSE**

SUPPLIER 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 SUPPLIER 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 3rd 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 SUPPLIER and/or his representative and/or the erring NPC official(s) and employee(s).

**ARTICLE XII
GUARANTEE**

SUPPLIER shall guarantee to complete the License and Support Renewal of Existing Antivirus for Proxy and Network Monitoring System within Sixty (60) calendar days of the supplied system at his own expense against defect in functioning for the period of one (1) year acceptance by NPC. The Supplier guarantees that the system will perform in the manner as set forth in the system's manual and the Contract.

SUPPLIER shall submit a Warranty Certificate at least one (1) year effective from the date of acceptance by NPC.

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

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Technical Manager

**ARTICLE XIII
JOINT AND SEVERAL LIABILITY**

The liability of the SUPPLIER 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 the issuance of the Notice to Proceed.

**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 shall be exclusively in the proper court of Quezon City, Philippines only.

SIGNED IN THE PRESENCE OF:


Leilani Cruz
(SUPPLIER)


VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)

NATIONAL POWER CORPORATION (NPC)

BY:


RENE B. BARRUELA
Vice-President, Corp. Affairs Group

Contract between NPC and I-Secure Networks & Business Solutions, Inc.
One (1) Year License and Support Renewal of Existing Antivirus for
Proxy and Network Monitoring System
Contract No. LOG MSSP 2022-02-012-GRJ

AFG-LOG-007.F01
Rev. No. 0
Sheet 12 of 15





IN WITNESS WHEREOF, the parties hereto have signed this Contract this 17th day of March, 2022 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(NPC)

I-SECURE NETWORKS & BUSINESS SOLUTIONS, INC.
(SUPPLIER)

BY:

BY:


RENE B. BARRUELA
Vice President, Corporate Affairs Group



RITCHIE I. GALLARDO
Technical Manager

SIGNED IN THE PRESENCE OF:


VIRGILIO S. LEYBA
Department Manager, ITSD
(NPC)


Leilani Cruz
(SUPPLIER)

FUNDS AVAILABLE


LORLINA E. BOMEDIANO
Sr. Department Manager, Finance

2022
At 113
2013 mo
Omn (L) ₱404,142.54
Nm. omg (m) ₱1,616,570.77
Total ₱2,020,713.31

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Rev. No. 0
Sheet 13 of 15





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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of 17 MAR 2022 2022, personally appeared **MR. RENE B. BARRUELA**, Vice President, Corporate Affairs Group, , **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW1300668, known to me and to me known to be the same person who executed the foregoing instrument consisting of fifteen (15) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public
Until December 31, 2022
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 52 ;
Page No. 12 ;
Book No. 3 ;
Series of 2022.

ATTY. RODOLFO M. DE GUZMAN, III.
Notary Public for Quezon City
Commission No. NP-127(2021-2028)
Commission Expires on 31 December 2022
Roll No. 44291
IBP No. 201548; 02/08/2022; RGM
LT No. 2614399; 02/08/2022; Quezon City
OLE No. VI-0025196; 04/08/19; Pasig City
4th Floor NPC Office Building
Quezon Ave, cor. EIR Road
Quezon City

Contract between NPC and I-Secure Networks & Business Solutions, Inc.
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AFG-LOG-007.F01
Rev. No. 0
Sheet 14 of 15



REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this
_____ day of MAR 07 2022, personally appeared **MR. RITCHIE I.
GALLARDO**, Technical Manager, **I-SECURE NETWORKS & BUSINESS
SOLUTIONS, INC.**, with Identification Document in the form of
(C07-03-240080) Driver's License, issued by Lto at Manila, on
_____, known to me and to me known to be the same person who
executed the foregoing instrument consisting of fifteen (15) pages, including
the pages wherein the acknowledgements are written, all pages signed by
both parties and their instrumental witnesses and he acknowledged before me
that the same is his free and voluntary act and deed and that of the Company
he represents.

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

Notary Public
Until December 31, 2022
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 459
Page No.: 93
Book No.: 27
Series of 2022.

Concepcion P. Villarena
ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2022
PTR No. 2442851 / 01-03-2022 / QC
IBP NO. 093587 / 10-22-2019 / QC
Roll No. 30457 / 05-09-1980
MCLE VI - 0030379 / 02-21-2020
ADM. MATTER NO. NP-001 (2020-2021)
EXTENDED AS COMMISSION UNDER B.M 3795
TIN NO. 131-942-754-000

Contract between NPC and I-Secure Networks & Business Solutions, Inc.
One (1) Year License and Support Renewal of Existing Antivirus for
Proxy and Network Monitoring System
Contract No. LOG MSSP 2022-02-012-GRJ

AFG-LOG-007.F01
Rev. No. 0
Sheet 15 of 15

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f or j

NATIONAL POWER CORPORATION
(NPC)

BY:


RENE B. BARRUELA
Vice President, Corp. Affairs Group

SIGNED IN THE PRESENCE OF:


Leiloni Cruz
(SUPPLIER)


VIRGILIO S. BAYBA
Department Manager, ITSD
(NPC)

I-SECURE NETWORKS & BUSINESS
SOLUTIONS, INC.
(SUPPLIER)

BY:


RITCHIE I. GALLARDO
Technical Manager

ANNEX "A"

SECTION VII - SCHEDULE OF REQUIREMENTS

ONE (1) - YEAR LICENSE AND SUPPORT RENEWAL OF
EXISTING ANTIVIRUS FOR PROXY AND NETWORK MONITORING SYSTEM
HO-IST21-020 / PB211220-NA00479

Item No.	DESCRIPTION	QTY.- UNIT	* C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED						TOTAL PRICE
				Unit Price of Goods Delivered up to Philippines Port (Phil. Peso) (E)	Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso) (F)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso) (G)	Local Transport from Port to Delivery Site (Phil. Peso) (H)	Labor (Installation, Retrofitting, Testing and Commissioning) (Phil. Peso) (I)	Local Currency (Phil. Peso) (J)	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	
1	One (1) - Year License and Support Renewal of Existing Antivirus for Proxy including all other works and services as specified in the Technical Specifications.	1 LOT	US	1,154,000.00		138,480.00			1,292,480.00	
2	One (1) - Year License and Support Renewal of Network Monitoring System including all other works and services as specified in the Technical Specifications.	1 LOT	US	1,125,000.00		135,000.00			1,260,000.00	
TOTAL				TWO MILLION FIVE HUNDRED FIFTY TWO THOUSAND FOUR HUNDRED EIGHTY PESOS						2,552,480.00

