

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:   
**MICHAEL 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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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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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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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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