



NOTICE TO PROCEED

MS. MARIA CONCEPCION V. ARCEO

General Manager & Vice-President
for Sales and Business Development

BEACON SOLUTIONS, INC.

314 Corporate 101 Building
101 Mother Ignacia Avenue
Quezon City

Dear **Ms. Arceo**:

The attached Contract Agreement having been approved, notice is hereby given to **BEACON SOLUTIONS, INC.** that work may commence on the **Procurement of a Service Provider for the DOT Secondary Internet Lines with Disaster Recovery Data Center Services- Lot 2-Disaster Recovery Data Center** under **DOT BAC IB No. 2023-023**, effective upon receipt of this notice.

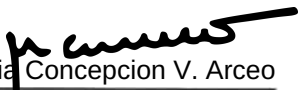
Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Department of Tourism.

Very truly yours,

By Authority of the Secretary
(per Department Order No. 2022-025)


VERNA COVAR-BUENSUCESO
OIC-Undersecretary for Tourism Development

Conforme:  Maria Concepcion V. Arceo
(Awarded bidder's name of authorized
Representative and signature)

Date: 11/23/2023



23-00317

Contract for the Procurement of a Service Provider for the DOT Secondary Internet Lines with Disaster Recovery Data Center Services (Lot No. 2 Disaster Recovery Data Center)

This **Contract for the Procurement of a Service Provider for the DOT Secondary Internet Lines with Disaster Recovery Data Center Services (Lot No. 2 Disaster Recovery Data Center)** (Agreement) is made this NOV 17 2023 2023, in the City of _____, by and between:

The **DEPARTMENT OF TOURISM (DOT)**, a government agency with principal office address at the DOT Building, No. 351 Sen. Gil Puyat Avenue, Makati City, Philippines, represented by its **OIC-UNDERSECRETARY VERNA COVAR-BUENSUCESO**, and hereinafter referred to as the "PROCURING ENTITY";

-and-

BEACON SOLUTIONS, INC., a private entity with business address at 314 Corporate 101 Building, 101 Mother Ignacia Avenue, Quezon City, represented herein by its General Manager and VP for Sales & Business Development **MS. MARIA CONCEPCION V. ARCEO** and herein referred to as the "SUPPLIER";

WITNESSETH:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly the provision of disaster recovery data center services with a contract duration of one year, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Five Million Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Eight Pesos (PhP5,224,998.00)**, inclusive of applicable taxes (hereinafter called "the Contract Price").

NOW, THEREFORE, based on the foregoing, the Parties agree as follows:

1. In this Agreement, 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications or Terms of Reference;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the PROCURING ENTITY'S bid evaluation;
 - d. Performance Security;

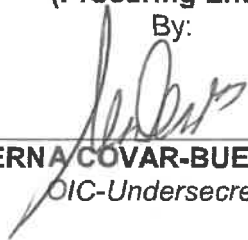
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- e. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - f. Other contract documents that may be required by existing laws and/or the PROCURING ENTITY concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract
3. In consideration for the sum of **Five Million Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Eight Pesos (PhP5,224,998.00)**, inclusive of applicable taxes; or such other sums as may be ascertained, SUPPLIER agrees to provide services for the DOT Internet Direct Services and Data Center Services in accordance with its Bid.
4. The PROCURING ENTITY agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**DEPARTMENT OF TOURISM
(Procuring Entity)**

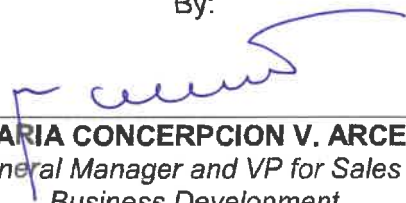
By:



VERNA COVAR-BUENSUCESO
OIC-Undersecretary

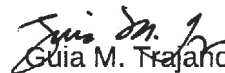
**BEACON SOLUTIONS, INC.
(Supplier)**

By:



MARIA CONCERPCION V. ARCEO
General Manager and VP for Sales & Business Development

Signed in the Presence of



Guia M. Trajano

Funds Available:



ROMAN G. BERSAMIRA
Chief, Accounting Division

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ACKNOWLEDGEMENT

Republic of the Philippines) S.S
Makati

BEFORE ME, a Notary Public, in and for Makati, this 20th day of November 2023, personally appeared:

Name	Government ID	Date Issued	Place Issued
Verna Covar-Buensuceso	Passport # 600818704	10-13-73	DFA Manila
Maria Concepcion V. Arceo	Passport # P700299B		

all known to me to be the same persons who executed the foregoing instrument, and they acknowledged the same to be their free and voluntary act and deed and of the entities they represent.

WITNESS MY HAND AND SEAL on this 20th day of November 2023.

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Series of 2023.

ATTY. AUDELLE A. ZAMORA
Notary Public
Until December 31, 2023
Penthouse Legal Affairs Service, DOT Bldg,
PTR No. 9569460/ 01-09-2023/ Makati City
IBP Lifetime Member # 04646/ Makati City
Roll # 44115/ MCLE # VIII-0002095

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CERTIFICATION

I, **VERNA COVAR-BUENSUCESO**, of legal age and with office address at the New DOT Building, 351 Gil Puyat Avenue, Makati City, after having been sworn in accordance with the law, state that:

1. I am the OIC-Undersecretary for Tourism Development in the Department of Tourism (DOT) and the Delegated Head of the Procuring Entity;
2. Pursuant to Bids and Awards Committee (BAC) Resolution No. 2023-0302, the DOT and **Beacon Solutions, Inc.** entered into a Service Contract for the **Procurement of a Service Provider for DOT Secondary Internet Lines with Disaster Recovery Data Center (Lot 2 Disaster Recovery Data Center)** amounting to **Five Million Two Hundred Twenty-Four Thousand Nine Hundred Ninety-Eight Pesos (PhP5,224,998.00)** (the "Contract");
3. I hereby certify that the Contract has been entered into in faithful compliance with Republic Act No. 9184 and its Implementing Rules and Regulations, and all other applicable laws, rules, and regulations;
4. This Certification is being made in compliance with Executive Order No. 423 s. 2005 as amended by Executive Order No. 34 s. 2017.

IN WITNESS WHEREOF, I have affixed my signature this ____ day of _____ at Makati City.


VERNA COVAR-BUENSUCESO
OIC-Undersecretary

SUBSCRIBED AND SWORN to before me this 20th day of November 2023 at Makati affiant exhibiting to me his/her Passport # 20015781A


ATTY. AUDELLE M. ZAMORA
NOTARY PUBLIC

Until December 31, 2023

Penthouse Legal Affairs Service, DOT Bldg.
PTR No. 9569460/ 01-09-2023/ Makati City
IBP Lifetime Member # 04646/ Makati City
Roll # 44115/ MCLE # VIII-0002095

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LOVE
THE PHILIPPINES



GENERAL CONDITIONS OF THE CONTRACT

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Special Conditions of Contract

GCC Clause	
1	<p>The delivery terms applicable to this Contract are delivered at the Department of Tourism. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier within fifteen (15) calendar days from Notice to Proceed per Supplemental/Bid Bulletin 1.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site are:</p> <p>MR. ERWIN UMANDAL Admin. Assistant V eaumandal@tourism.gov.ph</p>
	<p>Incidental Services The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. Performance or supervision of the supplied Goods; b. performance or supervision of on-site assembly and/or start-up of the supplied Goods; c. furnishing of tools required for assembly and/or maintenance of the supplied Goods; d. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; e. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and f. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
2.2	The DOT will make a monthly payment upon submission of Monthly Billing Statement.
4	The deliverables shall be subject to the inspection and acceptance of the DOT's authorized representative(s).