

AGREEMENT FOR THE PROCUREMENT OF APOSTILLES with e-Apostille System, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM and e-Courier Integration

KNOW ALL MEN BY THESE PRESENTS:

This *Memorandum of Agreement* (the "**Agreement**") for the Procurement of Apostilles with e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM System and e-Courier Integration is entered into and executed in Pasay City, Philippines on 11 April 2022, by and between the:

DEPARTMENT OF FOREIGN AFFAIRS ((hereinafter, **the Procuring Agency**), an agency of the Philippine government with principal office address at 2330 Roxas Boulevard, Pasay City, Metro Manila, represented herein by its Undersecretary and Head of the Procuring Entity, Honorable **SARAH LOU Y. ARRIOLA**

-and-

APO PRODUCTION UNIT, INC. (hereinafter, **the Servicing Agency**), a government owned and controlled corporation that operates under the wing of the Presidential Communications Operations Office, with principal address at 2nd Floor, Philippine Information Agency Building (PIA), Visayas Avenue, Brgy. Vasra, Quezon City, herein represented by its Chairman and Acting CEO, MR. **MICHAEL J. DALUMPINES**.

Collectively the "**Parties**";

WITNESSETH

WHEREAS, the Procuring Agency, particularly its Office of Consular Affairs (DFA OCA) Authentication Division, is in need of printing services for the production of FY 2022 Apostilles with e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM System and e-Courier Integration;

WHEREAS, the Procuring Agency has approved the use of OCA's FY 2022 MOOE under Accountable Forms to purchase Eight Hundred Thousand (800,000) sheets of Apostilles, a copy of which is attached herewith as ANNEX A and made an integral part of this Agreement;

WHEREAS, the CY 2022 Annual Procurement Plan of the DFA OCA includes the project "Apostille" with an Approved Budget for the Contract of Php 78,000,000.00;

WHEREAS, Section 24 of the General Provisions of the General Appropriations Act (GAA) for Fiscal Year (FY) 2022, Republic Act No. 11518, provides among others, that all agencies of the government shall engage the services of the National Printing Office (NPO), Bangko Sentral ng Pilipinas (BSP), and APO Production Unit, Inc. as Recognized Government Printers (RGPs) for the printing of accountable forms and sensitive high quality or high-volume requirements;

WHEREAS, given that the Apostilles are considered as accountable forms and/or sensitive, high quality and high-volume printing requirement of the DFA and in accordance with the Government Procurement Policy Board (GPPB) Resolution No. 05-2010 on the Guidelines on the Procurement of Printing Services, the DFA OCA issued Requests for Quotation to APO, BSP and NPO to determine which RGP is the most capable in performing the printing services required for the project;

WHEREAS, pursuant to GPPB rules and regulations on Agency-to-Agency Agreements and after careful review and evaluation of the quotations submitted by APO and NPO, the DFA OCA found that the Servicing Agency is the most capable RGP to perform the required printing services, with the most advantageous terms for the DFA;

WHEREAS, the Servicing Agency submitted an Offer to Print the Apostille with e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM System and e-Courier Integration in the total amount of Seventy-Seven Million Two Hundred Thousand Pesos (PhP 77,200,000.00), inclusive of value added tax (VAT) and other lawful charges and a Certification which states the following:

1. that APO, as an RGP has the mandate to undertake the printing of the Apostille with e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM System and e-Courier Integration;
2. that APO owns or has access to the necessary tools and equipment to exercise and fulfill its mandate;
3. that APO has the absorptive capacity to undertake the aforementioned printing requirements of the DFA; and
4. that APO shall not engage the services of subcontractors;

WHEREAS, under Section 53.5 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184, procurement of goods from another agency of the Government of the Philippines may be done through an Agency-to-Agency procurement;

WHEREAS, Section 4.5 of GPPB Resolution No. 05-2010 provides that the procuring entity shall engage the services of the appropriate RGP through an Agency-to-Agency Agreement;

WHEREAS, this Agreement, undertaken pursuant to BAC Resolution No. (OCA)-013-22 dated 11 April 2022, and Notice of Award (hereinafter, the "NOA", a copy of which is attached herewith as ANNEX B), complies with the applicable provisions of Republic Act 9184 and its Implementing Rules and Regulations;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties agree as follows:

1. This Agreement shall be governed by, and construed in accordance with Philippine law and the Department of Foreign Affairs' rules and regulations.
2. The definitions and terms found in the Terms of Reference (TOR), Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) contained in the Philippine Bidding Documents for Procurement of Goods issued by the Government Procurement Policy Board (GPPB) are deemed incorporated;
3. Both Parties recognize and accept that notwithstanding the signing of this Agreement, the Procuring Agency has the right to negotiate with and utilize other service providers and entities for similar goods and services;
4. The following documents are attached and made integral parts of this Agreement;
 - i. ANNEX A - Notice of Award (NOA)
 - ii. ANNEX B - Terms of Reference (TOR)
 - iii. ANNEX C - General Conditions of Contract
 - iv. ANNEX D - Special Conditions of Contract

5. The Servicing Agency shall deliver security enhanced Apostilles in accordance with the final specifications on the following schedule:

Initial delivery one (1) month after the approval of final proof design of Apostilles= 100,000 Apostilles

Within two (2) weeks after the 100,000 initial delivery = 300,000 Apostilles

Two (2) weeks after the 100,000 initial delivery = 200,000 Apostilles

Two (2) weeks after the 100,000 initial delivery = 200,000 Apostilles

6. The Servicing Agency shall provide and commission the hardware, software and services necessary for the maintenance of the e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM System and e-Courier Integration, at zero cost to the Procuring Agency;
7. The Servicing Agency shall deliver the goods and services in accordance with the TOR, the Agreement and its Annexes.

8. The Servicing Agency guarantees the quality, genuineness and availability of all the materials and equipment to be supplied and delivered.
9. The Servicing Agency shall make good any defect or defects on the goods that may be discovered by the Procuring Agency and replace such defective units within two (2) weeks from the receipt of notice to the Servicing Agency. Any and All replacements shall be at the Servicing Agency's sole expense and account, if necessary;
10. The Servicing Agency shall also make good any defect or defects of any hardware and/or software of the e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM System and e-Courier Integration Network and Data Communications, Data Center hardware and replace such defective hardware and/or software within one (1) week from the receipt of notice to the Servicing Agency. Any and All replacements shall be at the Servicing Agency's sole expense and account;
11. For and in consideration of the delivery of the goods and services, the Procuring Agency shall pay the Servicing Agency the Contract Price in the amount of PESOS: Seventy Seven Million Two Hundred Thousand Pesos (PhP 77,200,000.00), within sixty (60) working days upon full delivery to and acceptance by the Procuring Agency of: (1) Eight hundred thousand (800,000) sheets of Apostilles; (2) The hardware, software and services necessary for the maintenance of the e-Apostille, e-Register, APIS, and Online Appointment System Components; and (3) Billing Invoice and complete set of required documents/attachments of the Servicing Agency;"; and
12. In case of delay in the delivery of Apostilles in accordance with Number 4 above, the Servicing Agency shall undertake to pay a penalty of 1/10 of 1% of the Contract Price per day of delay;
13. In case of Servicing Agency's failure to effect the necessary repairs and/or replacements within the period in accordance with Number 6, fourth paragraph above and the applicable provisions of the TOR, the Procuring Agency shall be entitled to effect the repair or replacement and deduct or charge the cost thereof when such costs are duly substantiated by official receipts, from any amount due or may become due to the Servicing Agency;
14. The Procuring Agency shall retain its intellectual property ownership of, and legal right and interest over, the design of the Apostilles, e-Register, APIS, and other aspects of it in relation to the Procuring Agency's intellectual property. The ownership, rights, title, and interest to such intellectual property shall remain with the Procuring Agency during and after the term of this Agreement;

15. Both Parties agree to keep any and all collected information confidential and ensure compliance with the Data Privacy Act of 2012 and other relevant laws. Neither Party shall disclose any information herein obtained to a third person without the written consent of the other Party;
16. The Parties shall mutually consult with each other with respect to the performance of their respective obligations under this Agreement and shall exert their best efforts to amicably resolve any differences or dispute which may arise in connection with this Agreement;
17. This Agreement shall be valid for one (1) year upon signing thereof by the Parties. It will remain valid, unless pre-terminated by either Party serving the other Party a written notice of termination sixty (60) days before the intended date.

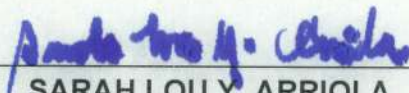
IN WITNESS WHEREOF, the Parties through their authorized representatives have signed this Agreement on 11 April 2022, Pasay City, Metro Manila.

For the Procuring Agency:

For the Servicing Agency:

DEPARTMENT OF FOREIGN AFFAIRS


APO PRODUCTION UNIT, INC.

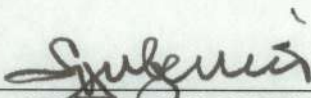
By: 
SARAH LOU Y. ARRIOLA
 Undersecretary for Migrant Workers' Affairs
 and Head of the Procuring Entity
 Department of Foreign Affairs

By: 
MICHAEL J. DALUMPINES.
 Chair and CEO
 APO Production Unit, Inc.

WITNESSES


SENEN T. MANGALILE
 Assistant Secretary
 Office of Consular Affairs
 Department of Foreign Affairs


D. GUILMAR D. VIDANES
 EVP & General Manager
 APO Production Unit, Inc.


LYRIE F. FULGENCIO
 Chief Accountant
 Department of Foreign Affairs


DOMINIC F. TAJON
 Sales and Marketing Manager
 APO Production Unit, Inc.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

QUEZON CITY
03 JUN 2022

BEFORE ME, a Notary Public for and in _____, QUEZON CITY, this
____ day of _____, 2021, personally appeared the following, to wit:

Name	Government-issued ID & Description
SARAH LOU Y. ARRIOLA	PASSPORT / D0007888A
MICHAEL J. DALUMPINES	PASSPORT / S0010920A

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, and they acknowledged to me that the same is their free and voluntary act and deed, and that of the entity and corporations herein represented.

This instrument consists of SIX (6) pages including this page, signed by the Parties hereto and their witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ day of _____, 2022 at _____.

Doc. No. 63 ;
Page No. 13 ;
Book No. 288 ;
Series of 2022.

QUEZON CITY

03 JUN 2022

ATTY. JACQUELINE G. DE MESA
Notary Public
Adm. No. 10-019 Notary Public
My Commission expires on June 30, 2022
Rm. 210 Bldg. Sotomayor St. cor. Pardo Ave. QC
MFP No. 100472; QC 1-4-0022
PTR No. 344041; QC 1-4-0022
INCL. 10-000012; 0-10-22



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS


NOTICE OF AWARD

11 April 2022

Sir/Madam:

Please be informed that, upon the recommendation of the Office of Consular Affairs Bids and Awards Committee (OCA-BAC) of the Department of Foreign Affairs as contained in Resolution No. OCA 013-22, the Department is awarding the contract for the procurement of 800,000 sheets of Authentication/Apostille with e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, e-Apostille, Electronic and Digital Signature, CRM System and e-Courier Integration to your agency, **APO Production Unit, Inc.**, with a total cost of *Seventy-Seven Million Two Hundred Thousand Pesos (Php 77,200,000.00) only or unit cost of Ninety-Six Pesos and Fifty Centavos (Php 96.50) only*, including taxes and other lawful charges, subject to the signing of the Contract.

Very truly yours,


SARAH LOU Y. ARRIOLA
Undersecretary for Migrant
Workers Affairs And
Head of the Procuring Entity

APO Production Unit, Inc.
2nd Floor, Philippine Information Agency (PIA) Building
Visayas Avenue, Barangay Vasra, Quezon City, 1128

*Terms of Reference for the Procurement of Apostilles with
e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment
System Components including e-Payment, Electronic and Digital Signature, CRM System and e-
Courier Integration*

PROJECT : **Procurement of Apostilles with e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM System and e-Courier Integration**

AGENCY : **The Department of Foreign Affairs**

A. BACKGROUND

The Department of Foreign Affairs (“DFA”) aims to streamline the process of authenticating documents and significantly improve the overall client experience of the transacting public.

The Hague Convention of 5 October 1961, commonly known as the “Apostille Convention” or the “Apostille Treaty” (the “Treaty”), abolishes the requirement of legalization for foreign public documents. Where it applies, the Treaty greatly simplifies the authentication process of documents to be used abroad: Apostillized documents coming from Contracting Parties need not be legalized by the destination country, if the latter is also a Contracting Party to the Convention.

The DFA aims to implement the e-Apostille through the development, implementation and promotion of effective and secure models for the issuance and use of electronic Apostilles which is an Article 3(1) Certificate issued in electronic form, signed by electronic signature with a digital certificate.

The DFA likewise desires to implement and update its current electronic Registers of Apostilles (e-Register) system, which allows recipients to verify Apostille issuances online and in real time, as well as offline verification through QR code.

Toward this end, the DFA shall engage the competent service and seek the cooperation of a Recognized Government Printer (“RGP”) capable of printing highly secure Apostilles with e-Register system and Apostille Processing and Issuance System (“APIS”) components, with e-Payment, Electronic Digital Signature, CRM and e-Courier Integration.

APIS standardizes and streamlines the back-end processes, significantly reduces turnaround time, optimizes manpower resources, and minimizes spoilage rate.

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System Components including e-Payment, Electronic and Digital Signature, CRM System and e-
Courier Integration*

On the other hand, the e-Register system makes available a specimen signatures database and an Apostilles issuance database which can be viewed online and offline by applicants/end-users. Verification of signatures and Apostille issuances can be done in real time, therefore speeding up the verification process.

The Electronic Digital Signature integration will allow the signing of the Apostille by electronic signature with a digital certificate. Under the dynamic system, the electronic file containing the e-Apostille and the electronic public document is transmitted electronically from the State of origin to the State of destination. The e-Apostille can then be verified separately in the e-Register of the Competent Authority.

The e-Payment integration will allow applicants to pay for Apostille services online while the e-Courier integration will allow applicants the option to avail of courier services when they obtain an appointment and pay for the services online.

B. PURPOSE

The DFA – Office of Consular Affairs shall engage the services of an RGP capable of:

- a) Printing and supplying Apostilles;
- b) Providing customized I.T. solution that improves the efficiency and reduces the turnaround time of the back-end operations of OCA – Authentication Division including unified service desk or interface;
- c) Providing customized I.T. solution that optimizes integration of critical functions related to appointment setting for e-payment;
- d) Providing customized I.T. solution that optimizes integration of critical functions related to appointment setting for e-courier options for Apostille applicants;
- e) Providing customized I.T. solution that makes available a signatures database, electronic signatures Database and an Apostilles issuance database which can be viewed online and offline, in real time;
- f) Providing customized I.T. solution that manages and organizes both online and walk-in appointments and applications for authentication or Apostille applicants;
- g) Providing customized I.T. solution that integrates important customer service features within the appointment and application system and website for Apostille such as chatbots, Customer Relationship

**Terms of Reference for the Procurement of Apostilles with
e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment
System Components including e-Payment, Electronic and Digital Signature, CRM System and e-
Courier Integration**

Management (CRM) software for communications, calls, emails and appointment systems with smart ticket prioritization, self-service customer portal, system portability with readiness for mobile app platform, and

- h) Providing customized I.T. solution that will integrate the process for e-Apostille, including the electronic or digital submission of public documents with digital signatures from other government agencies, electronic submission of scanned documents with digital signatures; or the scanning of documents for digital signatures in the appointment or document management system;

C. SCOPE OF WORK

C.1. Procurement of Apostilles

C.1.1. Enhanced Security Features

The RGP must supply and deliver secure Apostilles (*please refer to D.1. for the specifications*). Delivery of Apostilles shall be in tranches, as specified in the Memorandum of Agreement (“MOA”).

Prior to initial delivery, the RGP must provide one thousand (1,000) pieces (2 reams) of specimen Apostilles.

Initial delivery of one hundred thousand (100,000) Apostilles shall be made one (1) month after the approval of the final proof of Apostilles.

The next tranches shall be divided in the following schedule:

- a) Within two (2) weeks after the 100,000 initial delivery = 300,000 Apostilles
- b) Two (2) weeks after the 300,000 delivery = 200,000 Apostilles
- c) Two (2) weeks after the 100,000 delivery = 200,000 Apostilles

C.1.2. Replacement of Factory Defects

The RGP must replace, at no cost to the DFA, Apostilles which are found to have factory defect/s, within two (2) weeks from the receipt of the letter request from DFA.

C.2. e-Register

The RGP must provide, commission, maintain and update hardware and software for the customized IT solution in the recording and verification of Apostilles and e-Apostille issuance. Moreover, the RGP must provide and, if necessary, replace hardware within one (1) week from the receipt of the letter request from DFA, **at no cost to the DFA**, for the maintenance of the following modules of the e-Register component of the Project:

C.2.1. Apostilles Issuance Database

A software solution that will enable the storing of digitized copies or electronic format of issued Apostilles in a secure database. It records the date and number of every Apostille issued, as well as information relating to the person or authority that signed or sealed the underlying public document. It allows for easy online and offline access to verify the issuance of an Apostille.

The e-Register of issuances of Apostilles must have a database backup of the server, which will be provided by the RGP.

C.2.2. Apostilles and e-Apostille Issuance Verification Module

This module makes the digitized Apostilles and e-Apostille searchable on the issuance database so that applicants/end-users can verify its issuance online and offline, in real time.

C.2.3. Administrator Module

The Administrator Module implies access to the system using a dedicated administrator login and password and allows the DFA to implement required modifications to the system (add, modify and delete data and user interface).

C.3. Apostille Processing and Issuance System (APIS)

The RGP must provide, commission and maintain hardware and software for the APIS including the customized IT solution in the recording and verification of specimen signatures, either digital, electronic and non-electronic. Moreover, the RGP must provide and, if necessary, replace hardware and consumables within one (1) week from the receipt of the letter request from DFA, **at no cost to the DFA**, for the following modules of the APIS component of the Project:

C.3.1. Storage Module for Signatures and Seals

This storage module will allow the storage and use of digital and graphic signatures and seals in any format (wet, digital or electronic) of certifying officials in a secure database. The module shall allow comparison of signatures of apostilled documents and seals, stamps of the organizations or offices that issued them and determine compliance and integrity of the documents.

The Specimen Signatures Database shall be accessible online and must have a database backup of the server, which will be provided by the RGP

C.3.2. Specimen Signatures Verification Module

This module includes the capability of digitizing, indexing and uploading specimen signatures and digital or electronic signatures with digital certificates. This will make the digitized specimen signatures searchable on the specimen signatures database and will enable restricted users within the DFA to view the content online and offline.

C.3.3. Application Generation Module

This module includes the formation of an application for an Apostille (one or a combination of documents)

C.3.2. Encoding Module

This module includes the capability of inputting, verifying and storing pertinent data to a secured database. This module must also be capable of printing pertinent data on the Apostilles.

C.3.3. Module for adding scanned versions of documents

This module enables the adding of scanned versions of documents in the system.

C.3.4. Application Status Check Module

This module enables the user to view pending applications, check or track the status of the application and receive notifications by review statuses.

C.3.5. Apostille Upload Module (E-Apostille)

This module enables the downloading of Apostille and printing it in an encrypted and secure pdf format as well as the viewing of the history of applications and review results.

C.3.6. Document Queue Module

This module involves working with a queue of documents for consideration to obtain an Apostille

C.3.7. Dossier Module

This module should provide the ability to view the Dossier of all the documents under consideration

C.3.8. Stock Module

This module should provide the ability to view rejected applications including those deemed fraudulent upon verification

C.3.9. Masterlisting Module

This module includes the capability of viewing, searching, generating and printing a masterlist of issuances of signed Apostilles.

C.3.10. Search Module

This module allows the advanced search for documents, including the ability to filter by:

- Documents submitted for Apostillization per Office, including Consular Offices (COs);
- Documents for each type of document;
- Documents by Signing Officer;
- Documents by government agency or department;
- Documents by date of the Apostille affixing;
- Documents by the applicant's full name;
- Documents by email or contact number used;
- Documents by country of destination;
- Documents by gender;
- Documents by name of Authorized Representative/Agent; and
- Number of documents by other possible parameters;

C.3.11. Reports and Analytics Module

This module includes the capability of generating and printing daily, weekly, and monthly reports of the following:

- Total number of documents submitted for Apostillization per Office, including Consular Offices (COs);
- Total number of documents for each type of document;
- Total number of documents by date of the Apostille affixing;
- Total number of documents by country of destination;
- Total number of documents by gender and
- Total number of documents by other possible parameters;

C.3.12. Administrator Module

The Administrator Module will allow the DFA to implement required modifications to the system (add, modify and delete data and user interface), system administration and management.

C.3.13. Role Management Module

This Module will be the control unit for user roles and access and allows the DFA to assign specific roles to users.

C.3.14. Access Matrix Module

This block allows the DFA to configure the differentiation of user roles' access to system data

C.3.15. References Module

This Module is for managing directories and classifiers of the system. .

C.3.16. Logs Module

This Module will allow viewing the system event/ access log.

C.3.17. Service Monitoring Module

This Module will be the system health control unit.

C.3.18. Help Module

This Module includes the formation of reference materials on the work of the system, tips for users.

C.3.19. Notifications Module

This Module will allow generating notifications to users.

C.3.20. Apostille Information Request Module

This Module is intended for access by external partners such as issuing government agencies which will allow parties to check the status of the Apostille (relevance and validity) and the main details of the issued Apostille, as well as scanned versions of the documents. Access to documents will be restricted to the type of document and issuing agency or Department.

C.3.21. Integration Module

This Module will allow the integration with external systems, including online payment systems and e-courier systems. This module will also allow integration with the electronic and digital signature registration system as well as integrate the portal for government agencies and OFWs.

C.3.22. Payment Processing Module

This Module will allow interaction with functioning e-payment processing systems.

C.3.23. E-register backend

This Module is intended for processing all system functions, queries to the database, processing queries on the interaction interfaces, both within the system and to external systems.

C.3.23.

This Module is intended for processing all system functions, queries to the database, processing queries on the interaction interfaces, both within the system and to external systems.

C.4. E-Apostille System

The RGP must provide, commission, maintain and update hardware and software for the customized IT solution in the issuance, verification and updating of an e-Apostille system, including the provision of a government portal for other government agencies.

C. 5. Online Appointment System

The RGP must provide, commission and maintain hardware and software for the customized online appointment system. Replacement of hardware and software referred to under this Section shall be made within one (1) week from receipt of a letter request from the DFA and such shall, if necessary, **at no cost to the DFA**.

C.6. Other Requirements

C.5.1. Interoperable, Redundant, Secure and Scalable

As part of the maintenance of the e-Register and the APIS, the RGP must be able to demonstrate compliance with the following system characteristics:

- Interoperability – the system must be interoperable and accessible by other service providers, if necessary.
- Redundancy – real-time failover and backup of the system and databases must be ensured to provide uninterrupted service and data integrity.
- Security- the system must have multiple levels of security both active and passive security systems, including data encryption mechanisms, designed to prevent data leakage and corruption
- Scalability- the system must be able to scale, both horizontally and vertically, to meet present and future demands. Database servers should be parallel to the increase in the volume of specimen signatures and production files.

C.5.2. Network and Data Communications

The RGP must supply, deliver, install, commission, maintain, and replace equipment and peripherals, **at no cost to the DFA**, that are necessary for the operating requirements of the systems, including a dedicated internet leased line and a back-up internet connection (by a different internet provider) for redundancy purposes. The RGP shall establish a Virtual Private Network (VPN) connectivity between DFA-Aseana and all the Consular Offices (COs) that provide Apostille services. Replacements shall

be made by RGP within one (1) week from receipt of the letter request from the DFA.

The system to be provided and maintained (i.e. Software solutions) must integrate all data from the COs to DFA-Aseana Data Center.

C.5.3. Data Center

Data center must be located in a highly secured facility provided by the RGP. Security mechanisms are required for both location and devices to restrict and prevent unauthorized access.

The RGP must provide and maintain software and security mechanisms to operate a highly secure and reliable data center. One of the security features should be a tamper-proofing mechanism to prevent unauthorized editing and tampering.

The RGP must maintain system capacity and ensure ample storage space of all database servers parallel to the increase in the volume of specimen signatures and production files.

All necessary hardware should be provided by the RGP **at no cost to the DFA.**

C.5.4. Repair, Replacement, and Maintenance

The RGP must undertake maintenance and repair of all installed hardware and software. Repair and replacement of hardware, if necessary, should be **at no cost to the DFA.** Maintenance include monthly scheduled preventive maintenance, unscheduled troubleshooting and repair work, and replacement of hardware ("Maintenance Services").

The RGP must provide a comprehensive plan for a detailed schedule of maintenance of all hardware and software. Entitlement to the Maintenance Services shall begin upon acceptance of the applicable hardware and software systems by the DFA and shall continue throughout the duration of the agreement. Necessary replacements of hardware shall be made within one (1) week from receipt of the letter request from the DFA.

A record of maintenance and repairs should be reported. This record shall contain a brief description of the maintenance and repairs rendered and must be submitted quarterly to OCA – Authentication Division.

C.5.5. Personnel Trainings

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e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment
System Components including e-Payment, Electronic and Digital Signature, CRM System and e-
Courier Integration*

The RGP must provide the necessary personnel training/s to ensure the proper and successful implementation of the project including in-person trainings in COs.

Training/s must be provided by the RGP within two (2) weeks from delivery of the applicable hardware and software to all designated authorized personnel who will operate the system.

The RGP shall provide training materials including training courses and a user's manual, in hard and soft copies, in the English language.

D. PROJECT SPECIFICS

D.1. Apostille Specifications

The size of the Apostille shall be A4 (8.27" x 11.69"), 120gsm security paper with the following security features:

- 1) Visible and UV Fluorescent Invisible Fibers
- 2) Three-toned design
- 3) Audit number, repeated in invisible ink, from **S.N. 23A-0000001 to S.N. 23A-0800000**
- 4) RP logo in gold metallic foil or metallic ink
- 5) Stealth security print (patent protected)
- 6) Bespoke fine line security graphics
- 7) UV design with multicolor stealth, micro numismatics, microtext, smart selection, path definition, bespoke blend of shapes/objects, and special raster images
- 8) Customized tamper-evident DFA hologram sticker
- 9) Quick response code (online and offline capable)

D.2. e-Register and e-Apostille Process Flow

Please refer to Annex C and D for the Logical Scheme and Structural Diagram for the Issuance of e-Apostille

E. SPECIFICS OF THE AGREEMENT

E.1. Systems Design, Technology, Hardware, Software, Peripherals, Consumables, and Services

The RGP must provide, maintain, and replace, a complete and appropriate package of systems design, technology, hardware, software, peripherals, consumables, and services that meet the minimum requirements (*see Annex A and B*) to ensure that the whole system shall be fully operational.

*Terms of Reference for the Procurement of Apostilles with
e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment
System Components including e-Payment, Electronic and Digital Signature, CRM System and e-
Courier Integration*

The RGP must make a complete disclosure of the name of the manufacturer, brand, type/model and other relevant information of all the hardware, software, materials/supplies and all other equipment intended to be used for the Project.

All materials and equipment must be provided, maintained, and replaced by the RGP, **at no cost to the DFA.**

E.2. Proprietary Rights

The DFA has full ownership and control of the e-Register and APIS, CRM all components of the e-Apostille system, especially all databases accumulated throughout the contract duration.

E.3. Relevant Information, System and Data

The RGP must surrender all relevant information, system, and/or electronic data provided to them by the DFA or that have been generated through the service they have rendered during the tenure of service with the latter. Further, the RGP must secure all information related to the project with utmost confidentiality.

E.4. Confidentiality of Information and Data Protection

The Parties hereby agree to keep confidential any and all information that may be disclosed by reason of this Terms of Reference ("TOR"), applicable MOA, or the Project. Any information or document obtained in connection with the execution or implementation of the Project shall not be disclosed to any person or entity without the written consent of the DFA. The non-disclosure and confidentiality requirement in this provision must continue even after the expiration or termination of the Agreement.

The RGP must strictly observe the provisions of Republic Act 10173 otherwise known as the "Data Privacy Act of 2012" and all other related laws in ensuring the protection of data and information obtained under the Agreement.

E.5. Technical Assistance and Support

The RGP must delegate a Project Manager for the duration of the contract. 24/7 helpdesk shall be provided to address technical concerns through phone line, email, and other communication channels.

A feedback mechanism will be put in place to provide quarterly qualitative review of the maintenance, repairs, technical support and assistance rendered by the RGP.

E.6. Miscellaneous Expenses

The RGP shall be solely responsible in covering the expenses that may be incurred in the transportation and delivery of systems design, technology, hardware, software, peripherals, consumables, and services to DFA Aseana and the COs.

E.7. Expansion

The RGP must supply, deliver, install, commission, maintain, and replace equipment and peripherals to additional DFA COs offering Authentication Services, **at no cost to the DFA**. In case of systems upgrade, the RGP must provide updated training/s and user's manual.

F. REQUIRED DOCUMENTS TO BE SUBMITTED

1. The RGP must provide the following deliverables:
 - A. Project Plan
The Project Plan shall be submitted a week after the signing of the MOA between the DFA and the RGP.
 - B. Monthly Progress Reports (during implementation)
 - C. Final Requirements Specifications (*see Annex B*)
 - D. Final Design Document with System/Network Layout
The Final Design Document shall be submitted upon the delivery of the IT infrastructure.
 - E. Expanded and streamlined e-Register and APIS, and Databases
 - F. Technical specifications of RGP's Firewall Appliances, Application, Database, Dynamic Host Configuration Protocol (DHCP) and Domain Servers.
2. The RGP shall submit a specific timeline for complete turnaround of the project.

G. DURATION

The agreement shall be valid for one (1) year from the signing of the Memorandum of Agreement and may be renewed upon mutual consent of both parties.

H. LIABILITY/PENALTY

*Terms of Reference for the Procurement of Apostilles with
e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment
System Components including e-Payment, Electronic and Digital Signature, CRM System and e-
Courier Integration*

1. In case of RGP's failure to effect the necessary repairs and/or replacements within the period as provided in Sections C.2., C.3., C.4., C.5.2., and C.5.4., and other applicable provisions of this TOR and/or MOA, the DFA shall be entitled to effect the repair or replacement and deduct or charge the cost thereof when such costs are duly substantiated by official receipts, from any amount due or may become due to the RGP.
2. Without prejudice to the foregoing, under no circumstance shall the RGP be liable to the DFA for any special, indirect, consequential or punitive damages, loss, costs or expense, including loss of profits, loss of business, loss of contracts, loss of use or loss of data, provided that RGP or its delivered hardware and/or software, as well as its replacement(s), was not the cause of such damage or loss.

ANNEX A

LIST OF REQUIRED GOODS AND SERVICES

A. Hardware Products

1. Main Server (RGP)
2. Disaster Recovery Facility (to be determined by RGP)
3. Local Satellite Servers (DFA-Aseana and COs)
4. Encoding Stations (DFA Aseana and COs)

B. Software Products

The Service Provider RGP shall provide fully licensed software programs with customized templates that would cater to the data and processing requirements of the DFA. The Operating System should be compatible with the proposed processes including encoding, reporting, scanning, and digitizing of recognized specimen signatures of officials and issued Apostilles, including all important processes integrated in the system.

ANNEX B

EQUIPMENT SPECIFICATIONS

1. MAIN SERVER (DFA ASEANA)

One (1) set

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Courier Integration*

Specifications:

- TOWER SERVER
- PROCESSOR (*equivalent or higher*): CPU E5-2630 V4. 22.20GhZ, 2197MHZ 48CORES (256GB)
- STORAGE: 10 128GB NAS READY EXPANDABLE
- UPS
- MONITOR 22 INCH

2. DISASTER RECOVERY FACILITY

One (1) set

Specifications:

- TOWER SERVER
- PROCESSOR (*equivalent or higher*): CPU E5-2630 V4. 22.20GhZ, 2197MHZ
- 48CORES (256GB)
- STORAGE: 10 128GB NAS READY EXPANDABLE
- UPS:
- MONITOR 22 INCH

3. LOCAL SATELLITE SERVERS

One (1) set per site:

1. CO NCR West (SM Manila)
2. 2. NCR East (SM Megamall)
3. CO NCR South (Alabang Town Center)
4. CO NCR Northeast (Ali Mall)
5. CO San Fernando, Pampanga
6. CO Davao
7. CO Cebu
8. CO Cagayan de Oro
9. CO La Union
10. CO Iloilo
11. Three (3) additional COs that may be opened for Authentication services in 2022

Specifications:

- i9 -9900K PROCESSOR 9TH GEN (*equivalent or higher*)
- BOARD: GA-Z270X
- HDD: 4 TB (EXPANDABLE)
- RAM: 32GB
- UPS:
- MONITOR 22 INCH

4. ENCODING AND SIGNING STATIONS (ASEANA)

*Terms of Reference for the Procurement of Apostilles with
e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment
System Components including e-Payment, Electronic and Digital Signature, CRM System and e-
Courier Integration*

Minimum of ten (10) units per site

- LASER JET PRINTER
- MONITOR 22 INCH
- i3 10TH GEN (equivalent or higher)
- BOARD: H410M H Latest Series
- HDD: 2TB
- RAM: 8GB HYPER X
- UPS
- FINGERPRINT READER

5. ENCODING AND SIGNING STATIONS (COs)

Minimum of two (2) units per site

- LASER JET PRINTER
- MONITOR 22 INCH
- i3 10TH GEN (equivalent or higher)
- BOARD: H410M H Latest Series
- HDD: 2TB
- RAM: 8GB HYPER X
- UPS
- FINGERPRINT READER

* Provision for One (1) Stable Internet Connection with the following requirements:

- Fiber line: 50 mbps
- Enabled Static/Bridge Mode

6. COMPUTER/ LAPTOPS WITH CRM SOFTWARE

Minimum of 5 computers and 5 laptops with CRM software for DFA Aseana

- a. For addressing customer related issues
- b. Computers/ Laptops must be equipped with CRM software which will allow DFA to respond to client issues;
- c. CPU: Intel Core i3 4160 (or higher); Graphics: Intel HD Graphics 4400; RAM: 8GB; Storage: 1TB; HDD Connectivity: Gigabit Ethernet

7. BARCODE SCANNING (DFA Aseana/ Cos)

Minimum of five (5) barcode scanners and two (2) barcode scanners to verify and confirm details in online appointment applications.

8. SCANNING (DFA Aseana / COs)

Minimum of five (5) scanners (DFA Aseana) and two (2) scanners (COs) with automatic document feeder.

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Courier Integration*

- a. For scanning specimen signatures
- b. For scanning underlying documents in preparation for the electronic Apostille Program (e-Apostille).
- Automatic Document Feeder Scanner
 - c. Online application Appointment system
 - PRINTER: LASER JET PRO
 - MONITOR 22 INCH
 - i3 10th GEN (equivalent or higher)
 - BOARD: H410M H Latest Series
 - HDD: 2TB
 - RAM: 8GB HYPER X
 - UPS
 - FINGERPRINT SCANNER
 - HD WEB CAMERA

Additional Requirements for Technical Support

The composition of the equipment and the minimum requirements for the implementation of this project are provided below:

No.	Required Performance Details	Required Value
1.	APPLICATION SERVER	
1.1.	Rail kit for rack mounting	Required
1.2.	Number of supported processors	2
1.3.	Number of installed processors	2
1.4.	CPU Clock speed, not less than	2.5 GHz
1.5.	Total volume of L3 of processor memory, not less than	27, 5 MB

Terms of Reference for the Procurement of Apostilles with e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM System and e-Courier Integration

1.6.	The number of physical cores is not less than	20
1.7.	Number of logical cores, not less than	40
1.8.	Dynamic release of bad memory modules (ECC)	Required
1.9.	The number of DIMM slots is not less than	24
1.10.	RAM Type	DDR4-2933
1.11.	RAM, not less than	512GB
1.12.	Maximum amount of RAM expansion, not less than	6144GB
1.13.	Using technology to correct errors	Required
1.14.	I/O bus type	PCIe
1.15.	Number of PCIe I/O slots, up to	6
1.16.	Network adapter 10 Gb/ s 2 SFP+ ports, not less than	1
1.17.	Network adapter 1 Gb/s , not less than	4
1.18.	Network adapter FC 16 Gb/s 2-ports, not less than	1

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System Components including e-Payment, Electronic and Digital Signature, CRM System and e-
Courier Integration*

1.19.	Infiniband technology support	Required
1.20.	USB 3.0 at least	5
1.21.	Serial port at least	1
1.22.	Micro SD slot at least	1
1.23.	Internal HDD type	HDD SAS 19K 12Gbps 2.5 in
1.24.	The number of internal HDD disks with a volume of at least 1.2TB at least	2
1.25.	Hot-swappable drives	Required
1.26.	RAID controller	PCI-E 3.0 Raid controller with 12Gb/ s SAS support per lane
1.27.	The RAID controller must support RAID	0,1,5,6,10,50,60
1.28.	The number of power supplies is not less than 500 W, not less than	2
1.29.	Power supply and fan redundancy	N +1
1.30.	Hot swap power supplies and fans	Required
2.	DATABASE SERVERS	

Terms of Reference for the Procurement of Apostilles with e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM System and e-Courier Integration

2.1.	Rail kit for mounting	Required
2.2.	Number of processors, not less than	2
2.3.	CPU Clock frequency, not less than	3.6 GHz
2.4.	Total amount of L3 of processor memory, not less than	24, 75 MB
2.5.	The number of physical cores is not less than	20
2.6.	Number of logical cores, not less than	40
2.7.	Dynamic release of bad memory modules (ECC)	Required
2.8.	The number of DIMM slots is not less than	24
2.9.	RAM type	DDR4-2933
2.10.	RAM, not less than	512GB
2.11.	Maximum amount of RAM expansion, not less than	6144 GB
2.12.	Using technology to correct errors	Required
2.13.	I/O bus type	PCIe
2.14.	Number of PCIe I/O slots, up to	6

*Terms of Reference for the Procurement of Apostilles with
e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment
System Components including e-Payment, Electronic and Digital Signature, CRM System and e-
Courier Integration*

2.15.	Network adapter 10 Gb/ s 2 SFP+ ports, not less than	1
2.16.	Network adapter 1 Gb/s , not less than	4
2.17.	Network adapter FC 16 Gb/s 2-ports, not less than	1
2.18.	Infiniband technology support	Required
2.19.	USB 3.0 at least	5
2.20.	Serial port at least	1
2.21.	Micro SD slot at least	1
2.22.	Internal SSD drive type	SSD SAS Mixed Use 12Gbps 2.5 in
2.23.	The number of internal SSD drives with a volume of at least 400 GB is at least	2
2.24.	RAID controller	PCI-E 3.0 Raid controller with 12Gb/ s SAS support per lane
2.25.	The RAID controller must support RAID	0,1,5,6,10,50,60
2.26.	Hot-swappable drives	Required

**Terms of Reference for the Procurement of Apostilles with
e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment
System Components including e-Payment, Electronic and Digital Signature, CRM System and e-
Courier Integration**

2.27.	The number of power supplies is not less than 800 W, not less than	2
2.28.	Power supply and fan redundancy	N + 1
2.29.	Hot-swap power supplies and fans	Required

Data storage requirements

The cache memory must be used to control information and store critical data. The hardware platform must support 920/1920/3840/7680/15360 GB SSDs, 2/4/6/8/ TB hard drives. The platform must support the replication functionality of the zero PRO embedded iSCSI/ FCoE controller (SAS)

It is necessary to support SAN functionality, deduplication functionality, automatic SAN configuration functionality, SAN storage zoning functionality, data transfer functionality between multiple arrays, support for two types of SAS storage (SFF, LFF), data migration functionality.

There must be at least two controllers for increased reliability: RAID1, RAID5 and RAID6. Support for intelligent data placement by means of analysis of storage bottlenecks.

Hardware requirements:

No.	Required Performance Details	Required Value
1.	DATA STORAGE SYSTEM	
1.1.	Device type	Server cabinet mounted
1.2.	Unified Storage	The proposed storage system should be a unified storage with one microcode/ operating system

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Courier Integration*

1.3..	Supported operating systems	Storage must support the following operating systems: Windows Server 2016, 2019, 2020, 2021, VMware, Solaris, HPE-UX, IBM-AIX and Linux
1.4.	Disk Space	The storage system must have a capacity of a least 288TB using disks no more than 8TB (at least 7.2 thousand rpm) and a capacity of at least 7.36 TB SSD using disks no more than 920 GB
1.5.	Supported hard drives	The proposed storage system should support hot-pluggable 300/600/1200/1800 GB dual port Enterprise SAS hard drives as well s 2TB/4TB/ 6TB/ 8TB SATA hard drives; The proposed storage system must support SSDs with a capacity of more than 6TB
1.6.	Cache	<p>The storage system must be provided with a minimum volume of 64GB in one block;</p> <p>The cache should only be used for data and management. OS overhead does not have to run inside the cache.</p> <p>The proposed storage system should also be capable of additional Flash Cache support using SSD drives. Both file services as well as block operations must be able to use flash cache. Recommended support for at least 800 GB of flash cache; if Flash is not supported internally by the storage, the provider must ensure that the storage can be scaled to a minimum of 128GB DRAM without replacing or upgrading controllers</p>
1.7.	Computing power	Storage architecture should be based on a specially built ASIC engine so that there is

Terms of Reference for the Procurement of Apostilles with e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM System and e-Courier Integration

		<p>no load on the storage processor during Raid Parity calculations;</p> <p>In case the provider does not have ASIC functionality, then an additional 16GB read/write cache must be provided for each control pair to balance performance</p>
1.8.	Architecture	<p>Controllers must work in Active-Active Mode so that one logical block can be distributed among all controllers in a symmetrical manner, with support for all basic functions such as Thin Provisioning, Data Tiering, etc.</p>
1.9.	Points of failure	<p>The proposed storage system must be configured in a No Single Point configuration, including controller board, cache, fans, power supply, etc.</p>
1.10.	RAID Support and visualization	<p>The proposed storage system must support RAID levels 1, 5 and 6. The storage system should have built-in support for virtualization so that RAID 1, 5, and 6 can be stripped out of logical space, rather than having separate physical disks for each application;</p> <p>Each drive must be able to participate in multiple and different RAIDS at the same time.</p>
1.11.	Data protection	<p>In the event of a power failure, the storage system must have a de-stage function to avoid data loss.</p>
1.12.	Protocols	<p>The storage system must support all known protocols such as FC, ISCSI, FCOE, SMB 3.0, NFS V4, FTP/ FTPS, etc.</p>

Terms of Reference for the Procurement of Apostilles with e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM System and e-Courier Integration

1.13.	Host ports and back-end ports	<p>The storage system must have at least 12 host ports for connecting to servers at a speed of 16 Gbps;</p> <p>The storage system must support additional IP ports of at least four 10 Gbps ports or at least 8 x 2 Gbps for file services operations;</p> <p>The storage system must have at least 2 additional IP ports for replication between storage systems;</p> <p>The storage system must have at least 16 SAS back-end lines operating at a speed of at least 12 Gbps per line</p>
1.14.	Performance and QoS (Quality of service)	<p>The storage system should be able to group or RAID at least 30 hard drives for best performance.</p> <p>The storage system must support QoS for mission-critical applications so that appropriate response times can be determined for application logical units in storage. It should be possible to define difference service/ response times for different logical units of the application.</p> <p>The QoS mechanism should be able to determine the minimum and maximum bandwidth for the required IOPS/ bandwidth for the given logical units of the application running in the storage system.</p> <p>It should be possible to change the quality of service, response time (in both milliseconds and sub-milliseconds), IOPS, real time bandwidth specification</p>
1.15.	Provisioning and space allocation	<p>The storage system must support the modes of resource use resource use "Thin Provisioning" and "Thin Reclamation" to</p>

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Courier Integration*

		<p>keep the virtual disk “thin” for an extended period of time during operation.</p> <p>Thin Reclamation mode, the return of deleted (resettable, as is customary in the industry) blocks to the free space pool within the storage subsystem should be automated.</p> <p>Thin Reclamation operations should not cause a significant load on the CPU of the storage system and should ensure that blocks are returned to the free space pool even during peak loads on the array without significantly affecting its performance.</p> <p>For ease of management, Thin Provisioning functionality should be initially integrated into the array architecture without the need to allocation separate pools of capacity for this functionality. The system must be capable of migrating thick volumes from outside the array to thin volumes on the array. The system must support converting thick volumes to thin volumes and back on the array.</p>
1.16.	Maintenance	The storage system must support online (without interruption) firmware updates, both for the controller and for “hard” drives.
1.17.	Snapshot, copy, clone	The storage system must have the functionality of “snapshots” (Snapshot) and also support the possibility of “full copies” (Clone);
1.18.	Control software	The storage system should come with software for real time monitoring of array performance through a graphical user interface;

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1.19.	Storage tiering	<p>The storage system must support background migration of a virtual volume from one type of RAID set to another type without interrupting the service of the application using the specified resource;</p> <p>For efficient storage tiering, the storage system must support automatic policy-based data migration from one tier to another, including moving blocks of data by disk type (tier) within a single logical volume, between three tiers. As storage tiers, the DFA should be able use not only different types of media, but also the same type with different RAID levels and sizes.</p>
1.20.	Remote application	<p>The data storage system must support the functionality of data replication at the controller level within the entire model range of the proposed array family.</p> <p>The data storage system must be supported by a scheme of simultaneous synchronous and asynchronous replication, to support one reserve within the city (up to 10 km) and the second at a considerable distance (more than 100 km)</p>

Requirements for metrological support

Requirements for metrological support will be determined depending on the equipment used and will apply to equipment and other technical means.

Requirements for organizational support

The organizational support of the overall e-Apostille system should be sufficient for the personnel to effectively perform the duties assigned to them in the implementation of automated and related non-automated functions of the system. Proper training of personnel regarding the operation and functions of the system should be undertaken at the expense of the provider with no

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Courier Integration*

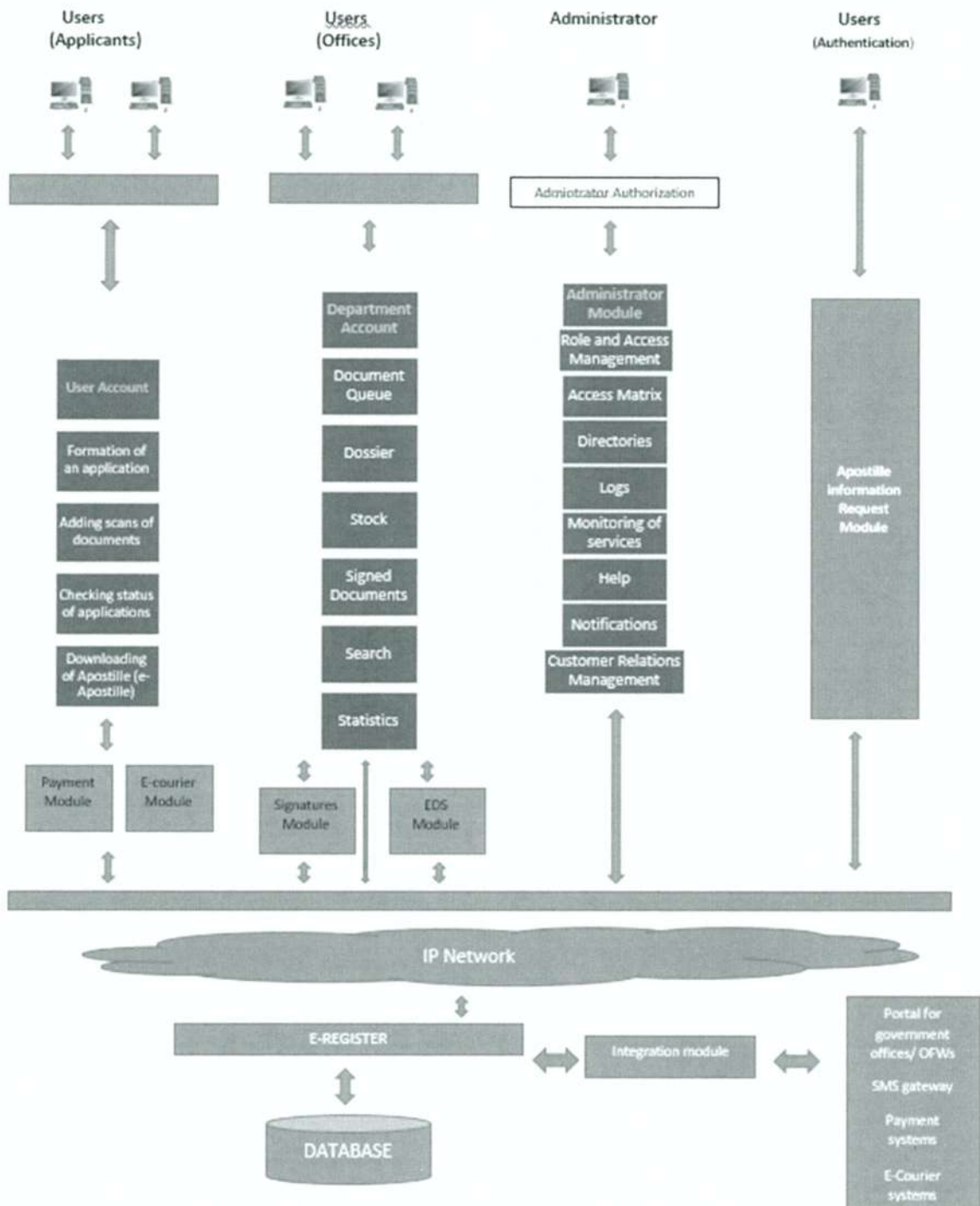
cost to the DFA. Mandatory instructions for users, including safety instructions, are required before starting working with the e-Apostille system and subsystems.

Requirements for methodological support

The system should be development based on the current regulatory requirements and organizational and administrative regulations of the DFA. The composition of the methodological support should be specified in the process of software development and agreed upon by the DFA, including regulatory legal documents, software user instructions and job descriptions of personnel performing work using the system and its components.

Terms of Reference for the Procurement of Apostilles with e-Apostille, e-Register, Apostille Processing and Issuance System (APIS), and Online Appointment System Components including e-Payment, Electronic and Digital Signature, CRM System and e-Courier Integration

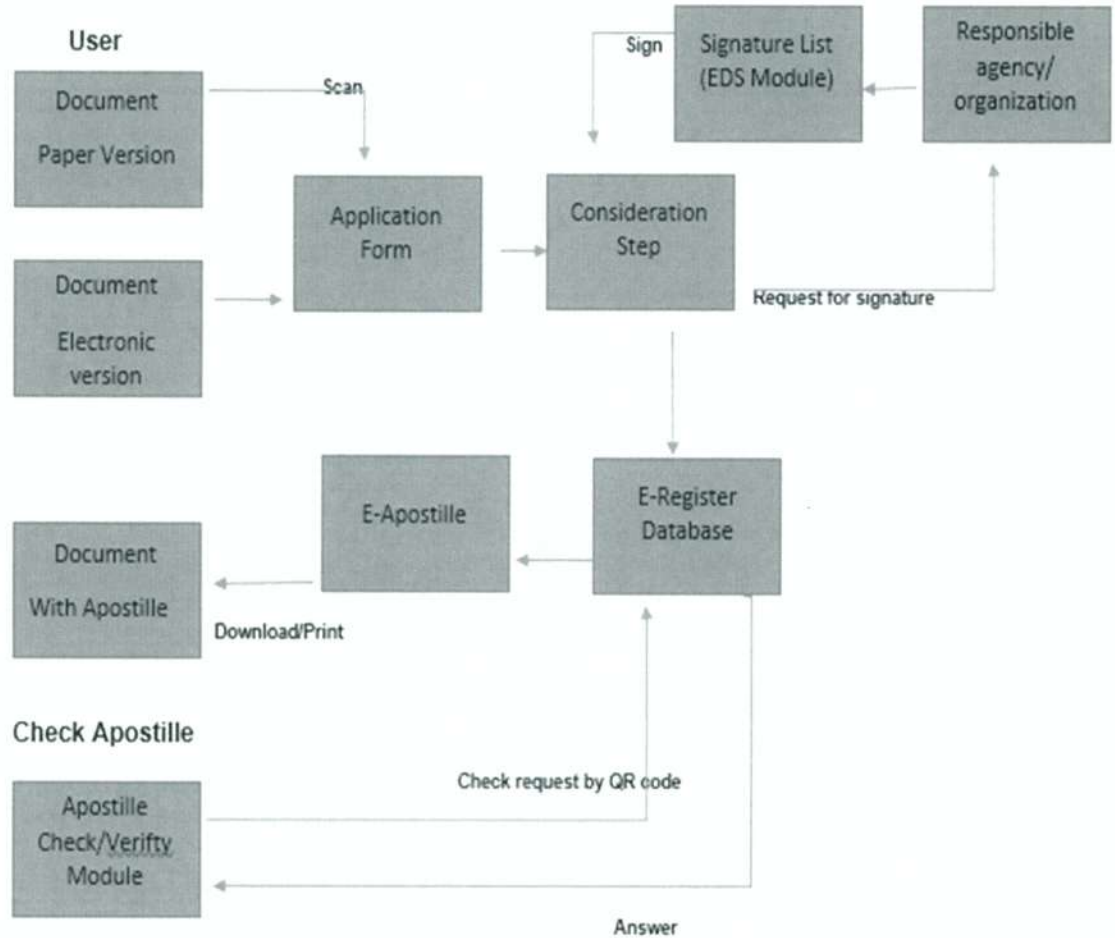
ANNEX C
Structural Diagram of the e-Apostille System



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Courier Integration*

ANNEX D

Logical scheme for issuing an electronic Apostille



Basic e-apostille application process

1. The applicant is given the option to register at the appointment portal;
2. The applicant enters the portal and may choose between in-person application or an e-courier application.
3. The applicant fills out the application form at the appointment portal;
4. The applicant submits a document. A paper document must be scanned while an electronic document will be attached to the application and uploaded into the system;
5. At the stage of consideration, the system sends an application to the responsible agency/ organization if signature is not in the database;
6. The Signing Officer in the DFA Authentication Division checks the documents for completeness and authenticity and puts an approving digital signature in the document;
7. The document is then saved in the e-Register database;
8. The e-Apostille document can be printed or downloaded by the user/applicant and can be sent directly to the requesting party; and
9. Any interested user, both in the Philippines and abroad, can verify the Apostille by QR code, online or offline.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

Section IV. General Conditions of Contract (GCC) should be read in conjunction with Section V. Special Conditions of Contract (SCC) and other documents listed therein. Both the GCC and the SCC enumerates all the rights and obligations of the parties.

It is understood that the Bidder, by submitting a bid for the Project, has understood and agrees to all the terms and conditions contained in both the GCC and the SCC.

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity. Initial payment shall be made not later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
- (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.
- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- (b) The Supplier has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the SCC.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and 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.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof, or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon

as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails 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, the Procuring Entity 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 the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time

plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

(a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);

(b) Drawing up or using forged documents;

(c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

- (d) Any other act analogous to the foregoing;

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and

- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the Department of Foreign Affairs
1.1(i)	The Contractor is the APO Production Unit, Inc..
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through OCA's FY 2022 MOOE under Accountable Forms in the amount of Seventy-Eight Million Pesos (PHP 78,000,000.00).
1.1(k)	The Project Site is the Department of Foreign Affairs, 2330 Roxas Blvd. Pasay City.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p>DFA Bids and Awards Committee (DFA-BAC) Secretariat 12th Floor DFA Building, 2330 Roxas Blvd. Pasay City, 1300 Philippines Contact Person: Alvin C. Malasig (Head, BAC Secretariat) Tel. no. 834-3660 <u>bac.secretariat@dfa.gov.ph</u></p> <p>The Contractor's address for Notices is:</p> <p>2/F PIA Building, Visayas Avenue, Brgy. VASRA Quezon City, Metro Manila, Philippines 1128 Tel. no. (02) 8282-5309 Represented by Michael J. Dalumpines</p>
6.2	<p>The Contractor shall replace, at no cost to the Department, Apostilles which are found to have factory defects.</p> <p><i>Proprietary Rights instead of Patent Rights</i> – The Department shall retain its intellectual property ownership of, and legal right and interest over, the design of the Apostilles, e-Register, Apostille Processing and Issuance System, and other aspect of it in relation to the Department's intellectual property.</p>
10.4	No further instructions.
13.4	No further instructions.
17.4 & 17.5	The period for replacement of defective Apostilles is within two (2) weeks from the receipt of notice from the Department.
20	Not applicable.
21.1	No additional provision.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

This Section should be read and interpreted in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased.

The DFA-BAC, however, reserves the right to revise, modify or alter any and/or all of the provisions in the SCC in order to conform to the true intent of the Project.