

**CONTRACT**

**FOR THE COMPREHENSIVE MAINTENANCE OF INFOBLOX DNS IN GSIS HOME OFFICE AND DISASTER RECOVERY SITE**

This Contract is made and executed on this DEC 16 2018 day of DECEMBER at Pasay City, Philippines, by and between:

The **GOVERNMENT SERVICE INSURANCE SYSTEM**, a social insurance institution, created under Commonwealth Act No. 186, as amended, and operating under its present Charter, Republic Act No. 8291, otherwise known as the GSIS Act of 1997, with principal office address at the **GSIS** Headquarters Building, Financial Center Area, Pasay City, represented herein by **MARLON EUSEBIO L. MENDOZA**, Vice President, IT Infrastructure Office, hereinafter referred to as the “**GSIS**”;

-and-

The **SECUR LINKS NETWORK AND TECHNOLOGIES, INC.**, a corporation duly organized and operating under the laws of the Philippines, with its principal place of business at No. 15 Km 16 Severina Industrial Subdivision, Paranaque City, represented herein by **JAIME U. MURPHY**, Vice President, Sales - Government Sector, duly authorized for this purpose, hereinafter referred to as the “**SERVICE PROVIDER**”.

**RECITALS**

**WHEREAS:**

1. The **GSIS** invited Bids for the *Comprehensive Maintenance of Infoblox DNS in GSIS Home Office and Disaster Recovery Site*.
2. The **SERVICE PROVIDER** submitted the Lowest Calculated Responsive Bid, representing that it has the resources and the capability to meet the requirements as defined under the Official Bid Documents, and the **GSIS** has accepted said Bid.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties have agreed and stipulated as follows:

1. The following Official Bid Documents shall be deemed integral parts of this Contract:
  - 1.1 Bid Data Sheet;
  - 1.2 Terms of Reference;
  - 1.3 Scope of Work;
  - 1.4 Plans/Drawings and/or Technical Specifications;
  - 1.5 General Conditions of Contract;
  - 1.6 Special Conditions of Contract;
  - 1.7 Price Schedule submitted by the **SERVICE PROVIDER**;
  - 1.8 Schedule of Requirements;
  - 1.9 Supplemental Bid, if any; and
  - 1.10 Notice of Award.

The Official Bid Documents and this Contract contain all the agreements of the parties and replace and supersede any understanding, communications and representations, whether verbal or written, between the parties.

MICAH VARGAS  
Marketing Officer

JAIME U. MURPHY  
Vice President, Sales - Government Sector


RONALDO C. MAÑILA  
Manager, NWD

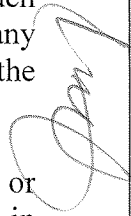
Government Service Insurance System  
3:10  
MENDOZA  
IT Infrastructure Office

MARLON EUSEBIO L. MENDOZA  
Vice President, IT Infrastructure Office


2. The words, terms and phrases stated in this Contract shall have the same meanings as are respectively assigned to them under the Official Bid Documents.
3. In consideration of the Contract Price of *One Million Four Hundred Ninety Nine Thousand Eight Hundred Eighty Eight Pesos (Php1,499,888.00)*, to be paid by the **GSIS**, the **SERVICE PROVIDER** hereby covenants with the **GSIS** to provide the Services and to remedy the defects therein in conformity with the Official Bid Documents and this Contract.
4. The **GSIS** shall pay the Contract Price at the time and in the manner prescribed by the Official Bid Documents and this Contract. It is understood that all applicable taxes, including Documentary Stamp Tax (DST), if any, shall be borne by the **SERVICE PROVIDER**. For this purpose, the **SERVICE PROVIDER** acknowledges that the **GSIS** is not a withholding agent for DST and hereby undertakes and commits itself to make direct payments to the BIR of any DST that may be imposed in the execution and/or performance of this Contract.
5. Any damage to the systems, facilities and equipment of the **GSIS** due to the negligence, theft or pilferage, directly or indirectly, caused by the **SERVICE PROVIDER's** personnel shall be immediately repaired, restored or replaced by the **SERVICE PROVIDER** for its own account. If the **SERVICE PROVIDER** fails to carry out such repair, restoration or replacement within ten (10) days from the request of the **GSIS**, any expenses for such repair, restoration or replacement made by the **GSIS** shall be for the account of the **SERVICE PROVIDER** to be deducted from the Contract Price.
6. During the effectivity of this Contract, the **SERVICE PROVIDER** shall not assign or transfer the covered *Services* without the prior written consent of the **GSIS**. Any act in violation of this provision shall be sufficient ground for the termination of this Contract.
7. The parties are independent entities and no agency, partnership, joint venture, employment or formal business arrangement of any kind is created by this Contract. Neither shall the personnel or employees of the **SERVICE PROVIDER** be deemed employees of the **GSIS**. Hence, the **GSIS** shall not in any way be liable or responsible for any personal injuries or damages, including death, sustained or caused by any of the employees of the **SERVICE PROVIDER**.
8. During the effectivity of this Contract, the **SERVICE PROVIDER** and all of its agents and personnel must comply with the data privacy protection requirements under R.A. No. 10173 (Data Privacy Act), its Implementing Rules and Regulations (IRR) and other issuances of the National Privacy Commission (NPC), and other laws, rules, regulations, and issuances on the handling of personal data. The **SERVICE PROVIDER** shall also ensure compliance with the GSIS Data Privacy Policy by all of its personnel specially those actually gaining access to **GSIS** facilities and systems.
9. The **SERVICE PROVIDER** shall protect Confidential Information about the **GSIS**, and to use it only for purposes of complying with its tasks and obligations under the Official Bid Documents and this Contract. It shall not disclose any Confidential Information about the **GSIS** to a third party other than its subcontractors, agents or advisors where disclosure and use are solely for purposes for which the information was disclosed and where such persons have a need to know.

"Confidential Information" refers to information concerning the affairs of the **GSIS** which are not available to the public, including, without limitation, the IT system of the **GSIS** and its features and security solutions, which, if disclosed, may compromise the security of system. It also includes the Personal Information of **GSIS'** stakeholders which may be processed during the effectivity of this Contract.

  
MICAH VARGAS  
Marketing Officer


  
JAIME U. MURPHY  
Vice President, Sales - Government Sector


  
RONALDO C. MANILA  
Manager, NWD


  
MARLON EUSEBIO L. MENDOZA  
Vice President, IT Infrastructure Office

"Personal Information" refers to "any information whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual."

10. Upon performance of the parties of their contractual obligations and prior to pull-out by the **SERVICE PROVIDER**, **GSIS** shall remove any personal or sensitive data in defective hard disks and other data retentive component, preferably by degaussing. The **SERVICE PROVIDER** shall provide **GSIS** complete access to these components for this purpose.
11. The **SERVICE PROVIDER** shall not disclose any Confidential Information or Personal Information acquired during its engagement with **GSIS** even after the expiration or termination of this Contract.
12. In the event that the **SERVICE PROVIDER** fails to perform its contractual obligations within the agreed period as specified in this Contract, the **GSIS** shall deduct from the Contract Price, as liquidated damages, a sum equivalent to at least one-tenth (1/10) of one percent (0.1%) of the cost of the unperformed portion of the contract per day of delay until actual delivery or performance. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the **GSIS** may rescind or terminate the contract, without prejudice to other course of action and remedies open to it.
13. Should the **GSIS** be constrained to file a case to obtain relief against the **SERVICE PROVIDER**, the latter shall be liable to pay an amount equivalent to twenty percent (20%) of that amount claimed in the complaint as attorney's fees, aside from the costs of litigation and other expenses which the **GSIS** is entitled to recover from the **SERVICE PROVIDER**; provided, however, that in an action brought by the **SERVICE PROVIDER** for whatever cause arising under this Contract, should it be adjudged not to be entitled to the relief sought, the **GSIS** as the prevailing party shall be entitled to such reasonable attorney's fees, costs of litigation and other costs it may have incurred by reason of such action.
14. The **SERVICE PROVIDER** shall defend, indemnify and hold harmless the **GSIS**, the members of its Board of Trustees, its officials, agents and employees, against all claims, losses, liabilities and damages, and to pay all claims, judgments, awards, costs and expenses arising out of or in connection with the **SERVICE PROVIDER**'s acts or omissions, unless such claims are due solely to the negligence of the **GSIS**. Costs inclusive of expert witness fees and other legal expenses shall be charged against the account of the **SERVICE PROVIDER**.
15. If any term, condition or any part of the provisions of the Official Bid Documents and this Contract is determined to be invalid, void or unenforceable to any extent, such term, condition or provision shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
16. Any action arising from arbitration or other modes of dispute settlement under the Official Bid Documents and this Contract shall be brought by the aggrieved party exclusively before the proper court in the City of Pasay.

  
MICAH VARGAS  
Marketing Officer

  
JAIME U. MURPHY  
Vice President, Sales - Government Sector

  
RONALD C. MANILA  
Manager, NWD

  
MARLON EUSEBIO L. MENDOZA  
Vice President, Infrastructure Office

17. This Contract and the Official Bid Documents shall be subject to the pertinent provisions of R.A. No. 9184, otherwise known as the Government Procurement Reform Act, its Revised Implementing Rules and Regulations, and other related laws, rules and regulations.

IN WITNESS WHEREOF, the parties have duly executed this Contract on the date and place first above written.

**GOVERNMENT SERVICE  
INSURANCE SYSTEM**

**SECUR LINKS NETWORK AND  
TECHNOLOGIES, INC.**

By:

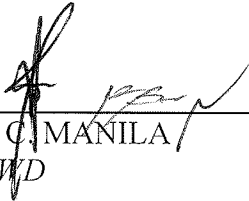
By:



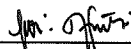
**MARLON EUSEBIO L. MENDOZA**  
*Vice President, IT Infrastructure Office*

**JAIME U. MURPHY**  
*Vice President, Sales - Government Sector*

SIGNED IN THE PRESENCE OF:



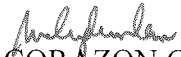
**RONALDO C. MANILA**  
*Manager, NWD*




**MICAH VARGAS**  
*Marketing Officer*

**CERTIFIED FUNDS AVAILABLE:**  
**Php 749,944.00** (Jan 1 to Dec 31, 2020)  
Fund Center 903100002  
GL5102032000

**Certified Included in the 2020 GSIS Annual  
Procurement Plan**



**MA. CORAZON G. MAGDURULAN**  
*Manager, BASSAD*



**PATRICK O. GONZALES**  
*OIC Head, GBAC Secretariat*  
2020-GSIS-FB-068

**CERTIFIED FUNDS AVAILABLE:**  
**Php 749,944.00** (Jan 1 to Dec 31, 2021)  
Fund Center 903100002  
GL5102032000

**MA. CORAZON G. MAGDURULAN**  
*Manager, BASSAD*

**ACKNOWLEDGMENT**

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

MAKATI CITY

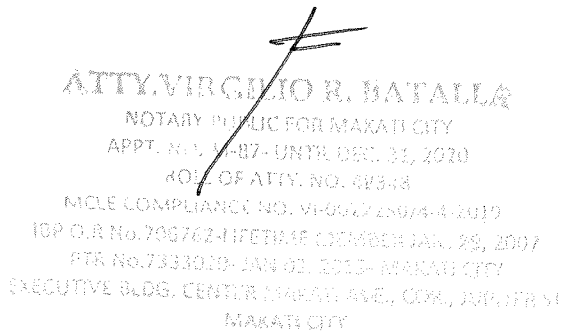
BEFORE ME, a Notary Public for and in the City of MAKATI CITY, this \_\_\_\_ day of DEC 10 2018 2019, personally appeared:

<u>Name</u>	<u>Passport No.</u>	<u>Date/Place of Issue</u>
MARLON EUSEBIO L. MENDOZA	EC4374408	June 10, 2015/Manila
	<u>BIR TIN No.</u>	<u>Date of Issue</u>
JAIME U. MURPHY	123-322-732-000	June 10, 2005

known to me and to me known to be the same persons, Marlon Eusebio L. Mendoza, in representation of the GSIS as a juridical person, and Jaime U. Murphy, in representation of Secur Links Network and Technologies, Inc. as a juridical person, who executed the foregoing **Contract** consisting of five (5) pages including the page on which this Acknowledgment is written, signed by the parties and their witnesses on each and every page thereof, and acknowledge to me that the same is their free and voluntary act and deed, and of the entities they represent.

**WITNESS MY HAND AND NOTARIAL SEAL** on the date and the place stated above.

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 Page No. 50  
 Book No. 69  
 Series of 2014

  
**ATTY. VIRGILIO R. BATALLA**  
 NOTARY PUBLIC FOR MAKATI CITY  
 APPT. NO. 1487- UNTIL DEC. 31, 2020  
 A.O. OF ATTY. NO. 013-18  
 MCLC COMPLIANCE NO. VI-GULP-2018-4-2019  
 IOP O.R. No. 708762-1 FEBRUARY 10, 2007  
 PFR No. 7333019- JAN 02, 2013- MAKATI CITY  
 EXECUTIVE BLDG. CENTER MAKATI AVE., COR. JAVIER VELA  
 MAKATI CITY

*Jan: P. Argas*  
 MICAH VARGAS  
 Marketing Officer

*Jaime U. Murphy*  
 JAIME U. MURPHY  
 Vice President, Sales - Government Sector

*Ronald C. Manila*  
 RONALDO C. MANILA  
 Manager, NWD

*Marlon Eusebio L. Mendoza*  
 MARLON EUSEBIO L. MENDOZA  
 Vice President, IT Infrastructure Office