



GSIS Government Service Insurance System
Financial Center, Pasay City, Metro Manila 1308

MS. CONSTANCIA B. BAUTISTA
Authorized Representative
Microgenesis Software, Inc. (Microgenesis Business Systems)
Unit 1202 Paragon Plaza Bldg.,
162 F. Ta cor. Reliance St.,
Mandaluyong City

NOTICE OF AWARD

Dear Ms. Bautista:

After careful evaluation of all documentary requirements submitted by your Company to the Materials Management Department (MMD), GSIS re: *Software Maintenance for Encryption*, the project is hereby awarded to *Microgenesis Software, Inc. (Microgenesis Business Systems)*, through Small Value Procurement, in the amount of Nine Hundred Eighty Thousand Pesos (Php 980,000.00).

Please coordinate with Ms. Jasmine D. Mercado, with email address jdmercado@gsis.gov.ph or at local number 3168 or 4928 for the execution of this project.

Very truly yours,

ORIGINAL SIGNED

YVETTE C. ABAYA
Officer IV
Materials Management Department

I acknowledge receipt of this Notice on: DECEMBER 13, 2019

Name of the Representative of the Bidder: CONSTANCIA B. BAUTISTA

Authorized Signature: 

ORIGINAL SIGNED

CERTIFIED TRUE COPY
PAULINE A. PANGANIBAN
INFORMATION SECURITY OFFICE

**CONTRACT
SOFTWARE MAINTENANCE FOR ENCRYPTION**

This Contract is made and executed on this 08 JAN 2020 day of _____ 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 **ATTY. DIONISIO C. EBDANE JR.**, *Executive Vice President, Support Services Sector (SSS)*, hereinafter referred to as the "GSIS";

-and-

The **MICROGENESIS SOFTWARE, INC. (MICROGENESIS BUSINESS SYSTEMS)**, a corporation duly organized and operating under the laws of the Philippines, with its principal place of business at **Unit 1202 Paragon Plaza Building, 162 EDSA cor. Reliance St., Mandaluyong City**, represented herein by **Ms. CONSTANCIA B. BAUTISTA**, *Authorized Representative*, duly authorized for this purpose, hereinafter referred to as the "SUPPLIER/SERVICE PROVIDER".

RECITALS

WHEREAS:

1. The GSIS invited Bids for the **Software Maintenance for Encryption**.
2. The SUPPLIER 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 SUPPLIER;
 - 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.

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 **NINE HUNDRED EIGHTY THOUSAND PESOS PPh 980,000.00** to be paid by the GSIS, the SUPPLIER hereby covenants with the GSIS to provide the Goods and to remedy the defects therein in conformity with the Official Bid Documents and this Contract.

ORIGINAL SIGNED

ORIGINAL SIGNED

ORIGINAL SIGNED

ORIGINAL SIGNED
CERTIFIED TRUE COPY
PAULINE A. PANGANIBAN
INFORMATION SECURITY OFFICE

ORIGINAL SIGNED

Page 1 of 4

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 SUPPLIER. For this purpose, the SUPPLIER 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 SUPPLIER's personnel, after the same is substantially established, shall be immediately repaired, restored or replaced by the SUPPLIER for its own account. If the SUPPLIER 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 SUPPLIER to be deducted from the Contract Price.
6. During the effectivity of this Contract, the SUPPLIER shall not assign or transfer the covered goods 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 SUPPLIER 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 SUPPLIER.
8. In the event that the SUPPLIER 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 of one percent (0.1%) of the cost of the unperformed portion of the contract per day of delay but not to exceed ten percent (10%) of the Contract Price. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the GSIS may rescind the contract, without prejudice to other course of action and remedies available to it under the law and equity. The damages herein provided are fixed and the GSIS shall not be required to adduce proof thereof.
9. Should either party be constrained to file a case to obtain relief against the other party for breach of contract, the latter shall be liable to pay an amount equivalent to twenty percent (20%) of the amount claimed in the complaint as attorney's fees, aside from the costs of litigation and other expenses which the prevailing party may recover. However, in an action brought by the SUPPLIER for whatever cause arising 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.
10. The SUPPLIER 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 SUPPLIER's acts or omissions, after the same are substantially established, 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 SUPPLIER.
11. 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.
12. 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.
13. This Contract and the Official Bid Documents shall be subject to the pertinent provisions of E.A. No. 9184, otherwise known as the Government Procurement Reform Act, its Revised Implementing Rules and Regulations, and other related laws, rules and regulations.

ORIGINAL SIGNED

ORIGINAL SIGNED

ORIGINAL SIGNED

Page 2 of 4

ORIGINAL SIGNED

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

GOVERNMENT SERVICE
INSURANCE SYSTEM

MICROGENESIS SOFTWARE, INC.

By:

By:

ORIGINAL SIGNED

ORIGINAL SIGNED

ATTY. DIONISIO C. EBDANE JR.
Executive Vice President, GSS

CONSTANCIA B. BAUTISTA
Authorized Representative

SIGNED IN THE PRESENCE OF:

ORIGINAL SIGNED

ORIGINAL SIGNED

LINDY VIVIEN S. ALDABA
Officer III

SHERYL CRUZ
BUSINESS DEVELOPMENT MANAGER

CERTIFIED APPROVED BUDGET:
Php 980,000.00 for January 31, 2020 to
December 31, 2020

Certified Included in the 2020 GSS
Annual Procurement Plan

Internal Order Not Applicable
Fund Center: 701100002
GL Account: 5102032000

ORIGINAL SIGNED
YVETTE C. ABAYA
Officer IV, MMD

ORIGINAL SIGNED
CAROLINA D. GARLIT
OIC, FISMOASO

ORIGINAL SIGNED

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PASAY CITY ~~Pasay City~~) S.S.

BEFORE ME, a Notary Public for and in the City of Pasay City, this 08 day of JAN 2020, personally appeared:

<u>Name</u>	<u>Passport No. /Driver's License</u>	<u>Date/Place of Issuance</u>
ATTY. DIONISIO C. EBDANE JR.	GSIS ID# 7339	Pasay City
CONSTANCIA B. BAUTISTA	<u>P8190136A</u>	<u>DFA Holog/Pasay City</u>

known to me and to me known to be the same persons, ATTY. DIONISIO C. EBDANE JR., in representation of the GSS as a juridical person, and CONSTANCIA B. BAUTISTA, in representation of MICROGENESIS SOFTWARE, INC. (MICROGENESIS BUSINESS SYSTEMS) as a juridical person, who executed the foregoing SOFTWARE MAINTENANCE FOR

ENCRYPTION consisting of four (4) 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.

Doc. No. 7073
Page No. 80
Book No. XVI
Series of 200

ORIGINAL SIGNED

ATTY. **NORMITA C. RECIO-HONORICA**
Notary Public
Until December 31, 2020
PTR No. 1707355; 1/3/2019
Commission No. 15-12; 2/03/2019
Roll No. 41263 IBP Lifetime Member 06093
MCLE Compliance No. VI-0003931 11/06/17

ORIGINAL SIGNED

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