

Contract Agreement Form

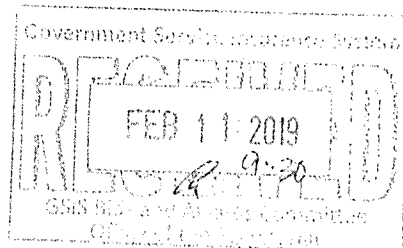
Identity Access Management Phase 2

THIS AGREEMENT is made on this 10 day of FEBRUARY 2020 between GOVERNMENT SERVICE INSURANCE SYSTEM of the Philippines hereinafter called "the Entity" of the one part and ZENSHIN SYSTEMS CORPORATION of #25 G Roxas Street, Barangay San Jose, Quezon City hereinafter called "the Supplier" of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *Identity Access Management Phase 2* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *Nineteen Million and Eight Hundred Eighty Eight Pesos [Php 19,000,888.00]* hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) Invitation to Bid;
 - (g) Instructions to Bidders;
 - (h) Bid Data Sheet;
 - (i) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (j) the Performance Security; and
 - (k) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.



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5. 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 Entity 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.
6. 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.
7. 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 hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**GOVERNMENT SERVICE
INSURANCE SYSTEM**

ZENSHIN SYSTEMS CORPORATION

By: _____

By: _____

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

JINKY B. YULO
Authorized Representative

FEB 04 2020

SIGNED IN THE PRESENCE OF:

JONATHAN C. PINEDA
Vice President, Information Security Office
JAN 30 2020

PRE-SI
P. ABRAO
WEEER

CERTIFIED FUNDS AVAILABLE:
Php 19,000,888.00
Internal Order # 101055
Fund Center 701100002

Certified _____ in the GSIS Annual
Procurement _____ for CY 2019

CAROLINA D. GARLIT
OIC-VP, FISMOASO
FEB 04 2020

GDAC Secretariat Head
2019-GSIS-PB-089
JAN 30 2020

CERTIFIED TRUE COPY
PAULINE A. PANGANIBAN
INFORMATION SECURITY OFFICE

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Pasay City, this 06 FEB 2020 day of _____, 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
JINKY B. YULO	<u>SSS ID# 34-2709158-9</u>	<u>Quezon City</u>

known to me and to me known to be the same persons, **ATTY. DIONISIO C. EBDANE JR.**, in representation of the **GSIS** as a juridical person, and **JINKY B. YULO**, in representation of **ZENSHIN SYSTEMS CORPORATION** as a juridical person, who executed the foregoing **Identity Access Management Phase 2** consisting of three (3) 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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ATTY. MORMITA C. RECIO-HONORICA
Notary Public
Until December 31, 2020
PTR No. 1707355; 1/3/2019
Commission No. 19-12; 2/08/2019
Roll No. 41263 IBP Lifetime Member 06093
MCLE Compliance No. VI-0003931 11/06/17


CERTIFIED TRUE COPY
PAULINE A. PANGANIBAN
INFORMATION SECURITY OFFICE