

**Contract Agreement Form**

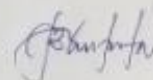
***Software Maintenance of Source Code Scanning Tool***

THIS AGREEMENT is made on this **MAY 27 2020** day of May 2020 between **GOVERNMENT SERVICE INSURANCE SYSTEM** of the Philippines hereinafter called "**the Entity**" of the one part and **MICROGENESIS SOFTWARE, INC** of **U1202 Paragon Plaza Bldg., 162 EDSA corner Reliance St., Mandaluyong City** hereinafter called "**the Supplier**" of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Software Maintenance of Source Code Scanning Tool** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Five Hundred Fifty Eight Thousand Pesos (Php1, 558,000.00)** 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;
  - (b) the Terms of Reference;
  - (c) 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 sums, may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
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. Delivery of the Goods should be completed within fifteen (15) calendar days from the date specified in the Notice to Proceed (NTP).
7. In the event that the supplier fails to perform its contractual obligations within the agreed period as specified in this Contract, the entity 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 entity 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 entity shall not be required to adduce proof thereof.

8. Any action arising from arbitration or other modes of dispute settlement under the Terms of Reference and this Contract shall be brought by the aggrieved party exclusively before the proper court in the City of Pasay.
9. This Contract and the Terms of Reference 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.

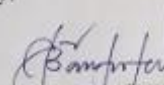
**GOVERNMENT SERVICE  
INSURANCE SYSTEM**

**MICROGENESIS SOFTWARE, INC**

By:

By:

  
\_\_\_\_\_  
**JONATHAN C. PINEDA**  
*Vice President, Information Security Office*

  
\_\_\_\_\_  
**CONSTANCIA B. BAUTISTA**  
*Solution Sales Specialist/ Authorized Representative*



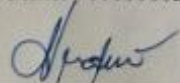
SIGNED IN THE PRESENCE OF:

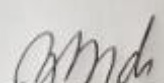
\_\_\_\_\_  
**LINDY VIVIEN S. ALDABA**  
*Officer III, Information Security Office*

  
\_\_\_\_\_  
**CHRISTIAAN ESCORPISO**  
*Senior Solutions Architect*

**CERTIFIED FUNDS AVAILABLE:**  
**Php 1,558,000.00**  
Internal Order # Not Applicable  
Fund Center 701100002

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

  
\_\_\_\_\_  
**CAROLINA D. GARLIT**  
*OIC- VP, FISMOASO*

  
\_\_\_\_\_  
**PATRICK O. GONZALES**  
*GBAC Secretariat Head*

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of MANDALUYONG CITY, this    day of   , personally appeared:  
MAY 27 2020

<u>Name</u>	<u>Passport No. /Driver's License</u>	<u>Date/Place of Issuance</u>
JONATHAN C. PINEDA	GSIS ID# 8766	Pasay City
CONSTANCIA B. BAUTISTA	_____	_____

known to me and to me known to be the same persons, **JONATHAN C. PINEDA**, in representation of the **GSIS** as a juridical person, and **CONSTANCIA B. BAUTISTA**, in representation of **MICROGENESIS SOFTWARE, INC** as a juridical person, who executed the foregoing *Software Maintenance of Source Code Scanning Tool*, 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.

Doc. No. 96  
Page No. 21  
Book No. 60  
Series of 2020

**ATTY. JAMES B. ABUGAN**  
NOTARY PUBLIC  
Appl. No. 4442-19  
Until Dec 31, 2020  
(IBP No. 101013 01/03/2020 Rizal Chapter  
Roll No. 26890 Lifetime  
MCLE No. VI-0012875 Until 4/14/2022  
TIN No. 116-239-956  
PTR No. 43330065 /01-08-2020  
Tel. No. 631-40-90  
Mandaluyong City

*[Signature]*  
*[Signature]*