

Contract Agreement Form

SUPPLY, DELIVERY, CONFIGURATION AND MAINTENANCE OF PC NOTEBOOKS

THIS AGREEMENT made the 23rd day of JULY 20 20 between the **GOVERNMENT SERVICE INSURANCE SYSTEM** of the Philippines (hereinafter called "the Entity") of the one part and **COLUMBIA TECHNOLOGIES, INC.** of 1136-1146 J Nakpil St., Malate, Manila (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *Supply, Delivery, Configuration and Maintenance of PC Notebooks* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of Eighteen Million Seven Hundred Forty Eight Thousand Eight Hundred Pesos (Php18,748,840.00), inclusive of VAT (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.


LIZA G. MENDOZA
Senior Account Executive


BERLIN R. MENDOZA JR.
Senior Account Manager



JUAN PHILIP S. EVANGELISTA
Chief Information Officer

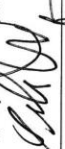

ATTY. DIONISIO C. EBDANE JR.
Executive Vice President, Support Services Sector


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.
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. During the effectivity of this Contract, the Supplier 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 Supplier 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.
7. The Supplier 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.

"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."
8. Upon performance of the parties of their contractual obligations and prior to pull-out by the Supplier, **GSIS** shall remove any personal or sensitive data in defective hard disks and other data retentive component, preferably by degaussing. The Supplier shall provide **GSIS** complete access to these components for this purpose.
9. The Supplier, shall not disclose any Confidential Information or Personal Information acquired during its engagement with **GSIS** even after the expiration or termination of this Contract.
10. 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.


 AIZA G. MENDOZA
 Senior Account Executive


 BERLIN R. MENDOZA JR.
 Senior Account Manager


 JUAN PHILIP S. EVANGELISTA
 Chief Information Officer


 ATTY. DIONISIO C. EBDANE JR.
 Executive Vice President, Support Services Sec

11. 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**

COLUMBIA TECHNOLOGIES, INC.

By:

By:

Sgd.

ATTY. DIONISIO C. EBDANE JR.
*Executive Vice President
Support Services Sector*

BERLIN R. MENDOZA JR.
Senior Account Manager

SIGNED IN THE PRESENCE OF:

Sgd.

JUAN PHILIP S. EVANGELISTA
Chief Information Officer

AIZA G. MENDOZA
Senior Account Executive

CERTIFIED FUNDS AVAILABLE:
Php18,748,840.00
Fund Center 1502102002/900100002
GL 6230000000/1230711000

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

Sgd.

CAROLINA D. GARLIT
Officer in Charge, OVP-FISMOASO

PATRICK O. GONZALES
Acting Head, GBAC Secretariat