

Contract Agreement Form

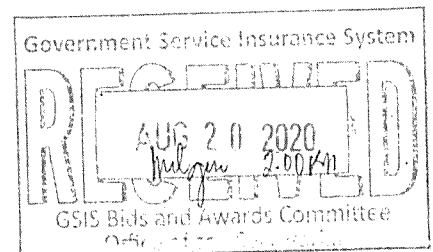
Software Maintenance for Data Loss Prevention (DLP)

THIS AGREEMENT is made on this _____ day of _____ 2020 between GOVERNMENT SERVICE INSURANCE SYSTEM of the Philippines hereinafter called "the Entity" of the one part and QUESTECH CO., INC. of G/F 178, Yakal Street, San Antonio Village, Makati City hereinafter called "the Supplier" of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz.. Software Maintenance for Data Loss Prevention (DLP) and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *Nine Million Eight Hundred Thirty Seven Thousand Seven Hundred Fifty Five Pesos and Eighty Four Centavos [Php 9,837,755.84] 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.



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

QUESTECH CO., INC.

By:

By:

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

MR. FELIPE SIDA
Authorized Representative

SIGNED IN THE PRESENCE OF:

JONATHAN C. PINEDA
Vice President for Information Security Office

LINDY NIVIEN S. ALDARA
Officer III, Information Security Office

CERTIFIED FUNDS AVAILABLE:
Php 9,837,755.84
Internal Order = Not Applicable
Fund Center 701167002
GL Account 5102332000

Certified Included in the GSIS Annual
Procurement Plan for CY 2020

CAROLINA D. GARUT
GL Account 701167002

PATRICK O. GONZALES
GL Account 701167002

ACKNOWLEDGMENT

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


BEFORE ME, a Notary Public for and in the City of CITY OF MAKATI this 13 day of AUG 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
MIR. FELIPE SIDO	PH ID # 201-88-18047	Manila City

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 FELIPE SIDO, in representation of QUESTECH CO., INC. as a juridical person, who executed the foregoing Software Maintenance for Data Loss Prevention (DLP) 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. GERVACIO B. ORTIZ JR.
 Notary Public, City of Makati
 Until December 31, 2020
 IRP No. 05729 - Notary Member
 MCIS Compliance No. W-2024312
 Appointment No. M-102-11019-2020
 RTR No. 311614 Jan. 2, 2020
 Makati City, Roll No. 40091
 101 Urban Ave. Campos Rueda Bldg.
 Brgy. Sta. Del Pilar, Makati City