

Contract Agreement Form

*For the Provision of One (1) Year License Subscription for the
NEDA Existing Antivirus Software Solution (KASEYA)*

THIS AGREEMENT made this 7th day of November 2017 in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)** with address at NEDA-sa-Pasig Bldg., No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Undersecretary, **JOSE MIGUEL R. DE LA ROSA**, and hereinafter referred to as the **“Procuring Entity”**;

- and -

The **MICROGENESIS SOFTWARE, INC. DOING BUSINESS UNDER THE NAME AND STYLE OF MICROGENESIS BUSINESS SYSTEMS** with address at 2/F Alegria Annex Building, SGS Compound, 2229 Chino Roces Avenue, Makati City, herein represented by its Sales Specialist II, **NORJANA C. ABDULLAH**, and hereinafter referred to as the **“Supplier”**;

WHEREAS, upon the invitation of the **Procuring Entity**, the **Supplier** submitted a bid for the Provision of One (1) Year License Subscription for the NEDA Existing Antivirus Software Solution (KASEYA) in the sum of One Million Nine Hundred Forty-Five Thousand Four Hundred Forty Pesos (PHP1,945,440.00), inclusive of all applicable government taxes and charges (hereinafter called the **“Contract Price”**);

WHEREAS, the **Procuring Entity** subsequently accepted the bid of the **Supplier** pursuant to the NEDA Bids and Awards Committee for Goods and Infrastructure Projects (NBAC-GIP) Resolution No. 27, series of 2017 approved on October 12, 2017.


NOW THEREFORE, the **Procuring Entity** and the **Supplier** have agreed on the following terms and conditions:

1. In this contract, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this contract, to wit:
 - (a) Bidding Documents, consist of:
 - i. Invitation to Bid;
 - ii. Instructions to Bidders;
 - iii. Bid Data Sheet;
 - iv. General Conditions of Contract;
 - v. Special Conditions of the Contract;
 - vi. Schedule of Requirements and Technical Specifications;
 - vii. Terms of Reference;


- (b) Supplier's Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements contained in the Supplier's bidding envelopes, as annexes;
 - (c) Bid Bulletin Nos. 1 and 2 issued on September 13, 2017 and September 25, 2017, respectively;
 - (d) Performance Security;
 - (e) Credit line issued by a licensed bank, if applicable;
 - (f) Abstract of Bids and Post-Qualification Evaluation Report;
 - (g) NBAC-GIP Resolution No. 27, series of 2017;
 - (h) Notice of Award of Contract with the Supplier's *conforme* thereto;
 - (i) Notice to Proceed;
 - (j) Addendum and/or Supplement to the Contract, if any; and
 - (k) Other contract documents that may be required by existing laws and/or the Procuring Entity.
3. In consideration of the payments to be made by the **Procuring Entity** to the **Supplier**, the **Supplier** hereby covenants to deliver said services in conformity with the provisions of this Contract in all respects.
4. The **Procuring Entity** hereby covenants to pay the **Supplier** in consideration for the delivery of said services, the Contract Price or such other sum, as may become payable at the time and in the manner prescribed by this Contract.
5. Should any dispute related to this contract and/or the rights of the Parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be at the Pasig City.
6. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have caused this contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, and delivered by:


JOSE MIGUEL R. DE LA ROSA
Undersecretary
NEDA Central Support Office
NEDA-sa-Pasig Building
No. 12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed, sealed, and delivered by:


NORJANA C. ABDULLAH
Sales Specialist II
Microgenesis Business Systems
2/F Alegria Annex Building
SGS Compound,
2229 Chino Roces Avenue, Makati City

Signed in the presence of:


FLORANTE G. GAJUBOS


CHARIS-ANN A. GAJUBOS

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

MAKATI CITY

Before me this _____ day of _____ in **MAKATI CITY**,
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
JOSE MIGUEL R. DE LA ROSA In his capacity as Undersecretary NEDA Central Support Office NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	TIN 119-736-263	
NORJANA C. ABDULLAH In her capacity as Sales Specialist II Microgenesis Software, Inc. 2/F Alegria Annex Building, SGS Compound, 2229 Chino Roces Avenue, Makati City	UMID CRN-0111- 4158993-9	Makati City

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of three (3) pages including this page, together with the documents deemed construed part of the Contract Agreement, on which this acknowledgment is written, duly signed by their instrumental witnesses, and they acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities which they represent.

WITNESS MY HAND this **NOV 10 2017** day of _____, 2017 in
MAKATI CITY, Philippines.

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Book No. 193
Series of 2017.

ATTY. VIRGILIO R. BATALLA
NOTARY PUBLIC FOR MAKATI CITY
AFFY. NO. 14-88
UNTIL DEC. 31, 2018
ROLL OF AFFY. NO. 48348
MCLE COMPLIANCE NO. V-0016333-4/10/13
I.B.P. O.R. NO. 706762, LIFETIME MEMBER JAN. 29, 2007
PTR No. 590-90-82 JAN. 3, 2017
EXECUTIVE BLDG. CENTER
MAKATI AVE. COR., JUPITER ST. MAKATI CITY