

Contract Agreement Form

For the Provision of One (1) Year License Subscription for an Integrated Monitoring Tool with Antivirus and Antimalware Software Solution for the National Economic and Development Authority Central Office

THIS AGREEMENT made this ____ day of **DEC 20 2018** 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.** with address at Unit 1201 Paragon Condominium Plaza, 162 EDSA cor. Reliance Street, Mandaluyong City herein represented by its Sales Specialist II, **NORJANA C. ABDULLAH**, and hereinafter referred to as the "**Service Provider**";

WHEREAS, upon the invitation of the **Procuring Entity**, the **Service Provider** submitted a bid for the Provision of One (1) Year License Subscription for an Integrated Monitoring Tool with Antivirus and Antimalware Software Solution for the National Economic and Development Authority Central Office in the sum of Two Million, Two Hundred Seventy Eight Thousand Eighty Pesos and 00/100 (PhP2,278,080.00), inclusive of all applicable government taxes and charges (hereinafter called the "**Contract Price**");

WHEREAS, the **Procuring Entity** subsequently accepted the bid of the **Service Provider** pursuant to the NEDA Bids and Awards Committee for Goods and Infrastructure Projects (NBAC-GIP) Resolution No. 20 (2018) approved on 29 November 2018.

NOW THEREFORE, the **Procuring Entity** and the **Service Provider** 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) Service Provider's Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements contained in the Service Provider's bidding envelopes, as annexes;

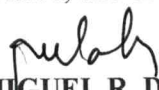
JM
NSA

31-32

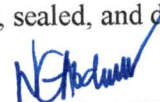
- (c) Bid Bulletin Nos. 1 and 2 issued on 05 October 2018 and 15 October 2018, respectively;
 - (d) Performance Security;
 - (e) Credit line issued by a licensed bank, if applicable;
 - (f) Abstract of Bids and Post-Qualification Evaluation Report;
 - (g) NBAC-GIP Resolution No. 20 (2018);
 - (h) Notice of Award of Contract with the Service Provider'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 **Service Provider**, the **Service Provider** 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 **Service Provider** 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. The Supplier is hereby required to post the warranty security in the form and amount stipulated in the Section 62.1 of the 2016 Revised IRR of RA 9184 as amended by GPPB Resolution No. 30-2017 dated May 30, 2017.
6. 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.
7. 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 Software, Inc.
Unit 1201 Paragon Condominium Plaza,
162 EDSA cor. Reliance Street
Mandaluyong City

Signed in the presence of:


FLORANTE G. LETIBEN


CLARIZA M. CARSO

ACKNOWLEDGMENT

Republic of the Philippines)

MANDALUYONG CITY) S.S.

Before me this **DEC 28 2018** day of _____ in **MANDALUYONG 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	Official Passport No. S0012632A	02 Nov 2017 DFA MANILA
NORJANA C. ABDULLAH In her capacity as Sales Specialist II Microgenesis Software, Inc. Unit 1201 Paragon Condominium Plaza, 162 EDSA cor. Reliance Street Mandaluyong City	Unified Multi-Purpose ID 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 **DEC 28 2018** day of _____, 2018 in **MANDALUYONG CITY**,
Philippines.

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Page No. 92
Book No. 151
Series of 2018.

ATTY. JAMES K. ABUGAN
NOTARY PUBLIC

Until Dec. 31, 2018
IBP No. 021498/ 1-5-2018
Rizal Chapter
Roll No. 26890
MCLE No. V-0004484-10/31/2014
PTR # 3369955 - 01/05/2018
Mandaluyong City
TIN # 116-239-956
Tel. 631-40-90

Jm *NA*