

CONTRACT AGREEMENT
SVP-2022.013

25 OCT 2022

THIS AGREEMENT made this _____ day of _____, _____ between DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES – ENVIRONMENTAL MANAGEMENT BUREAU (DENR-EMB) as represented herein by **ENGR. WILLIAM P. CUÑADO**, Director, with address at DENR Compound, Visayas Avenue, Diliman, Quezon City hereinafter called the "**ENTITY**".

-AND-

MICROGENESIS SOFTWARE, INC. Supplier with business address Unit 1202 Paragon Plaza Building 162 EDSA cor. Reliance Street, Mandaluyong City hereinafter called the "**SUPPLIER**".

Collectively and jointly herein referred to as "THE PARTIES"

WITNESSETH:

WHEREAS, the **ENTITY** posted the Request for Quotation for *Supply and Delivery of One Time Serverside Firewall Subscription for One (1) Year* at Philippine Government Electronic Procurement System (PhilGEPS) on July 26, 2022 (ANNEX "H"-E of R.A. 9184, IRR) (hereinafter called "the Works").

WHEREAS, on August 2, 2022, the **SUPPLIER** expressed his quotation thru submission of sealed envelope received by BAC Secretariat to provide goods and services.

WHEREAS, on August 2 and August 30, 2022, the **ENTITY**, through the End-User and Technical Working Group (TWG) evaluated the Technical and Financial Eligibility submitted by the **SUPPLIER** wherein the **ENTITY** has accepted a bid and Recommended the Award of Contract to **MICROGENESIS SOFTWARE, INC.** for *Nine Hundred Eighty Thousand Pesos (PhP 980,000.00)* in the sum of (hereinafter called "the Contract Price").

WHEREFORE, premises considered, the parties hereby agree to enter into this contract with the following terms and conditions:

1. In this CONTRACT AGREEMENT, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract.
2. The following documents shall be attached, deemed to form, and be read and construed as an integral part of this Agreement, to wit:
 - i. Request for Quotation (RFQ);
 - i. 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),
 - ii. the Schedule of Requirements;
 - iii. the Technical Specifications;
 - iv. the General and Special Conditions of Contract;
 - v. Omnibus Sworn Statement; and
 - vi. the Entity's Notification of Award.

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- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

3. The **SUPPLIER** shall be fully responsible for the timely delivery of Goods on or before **November 18, 2022**, from receipt of Notice to Proceed (NTP) at the specified date and site as stated in the Schedule of Requirement.
4. If the **SUPPLIER** fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extension if any, the **ENTITY** shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent of the cost of the unperformed portion for everyday of delay until actual delivery or performance. The maximum reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.
5. In consideration of the payments to be made by the **ENTITY** to the **SUPPLIER** as hereafter 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.
6. 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 in the contract.
7. In consideration for the sum of *Nine Hundred Eighty Thousand Pesos (PhP 980,000.00)* or such other sums as may be ascertained, **MICROGENESIS SOFTWARE, INC.** agrees to *Supply and Delivery of One Time Serverside Firewall Subscription for One (1) Year* in accordance with his/her/its Bid.
8. The **SUPPLIER** is hereby instructed to *Supply and Delivery of One Time Serverside Firewall Subscription for One (1) Year* on or before **November 18, 2022**, from receipt of Notice to Proceed.
9. Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to force majeure. Force majeure shall mean events beyond the control or and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented or avoided despite the exercise of due diligence.
10. The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES – ENVIRONMENTAL MANAGEMENT BUREAU** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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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.

FOR THE ENTITY:

**ENVIRONMENTAL MANAGEMENT
BUREAU**

By:

ENGR.  P. CUÑADO
Director

FOR THE SUPPLIER:

MICROGENESIS SOFTWARE, INC

By:


QUEENIE S. LEAL
Supplier

SIGNED IN THE PRESENCE OF:


CLARIZA M. CARSOCHO
ASST. MANAGER FOR SALES OPERATIONS