

**CONTRACT FOR THE
ONE (1) LOT AGILE SOFTWARE DEVELOPMENT AND PROJECT MANAGEMENT
TOOL FOR THE GOVERNANCE COMMISSION FOR GOCCS (GCG)**

This **CONTRACT** made and entered into this **22 AUGUST 2024** ("Effective Date") between:

The **GOVERNANCE COMMISSION FOR GOCCs**, a central advisory, monitoring, and oversight body attached to the Office of the President of the Philippines, duly organized and existing pursuant to and by virtue of Republic Act No. 10149, with principal office address at 3/F BDO Towers Paseo (formerly Citibank Center), 8741 Paseo de Roxas Avenue, Makati City duly represented herein by its **CHAIRPERSON, ATTY. MARIUS P. CORPUS** (hereinafter referred to as the "**GCG**");

– and –

ONPREM2CLOUD IT SOLUTIONS CO., a corporation duly organized and existing under the laws of the Republic of the Philippines with principal business address at B2 L9 La-Charina Heights Subd., Brgy. Putatan, Muntinlupa City, represented by its Authorized and Designated Representative, **EMMANUEL B. MAMAYSON** (hereinafter referred to as "**SERVICE PROVIDER**").

The **GCG** and the **SERVICE PROVIDER** are hereinafter collectively referred to as "**PARTIES**".

WITNESSETH: THAT

WHEREAS, the **GCG** published through its Bids and Awards Committee (BAC) the Request for Quotation for the procurement of One (1) Lot Agile Software Development and Project Management Tool for the Governance Commission for GOCCs (GCG) in the Philippine Government Electronic Procurement System (PhilGEPS) and GCG websites;

WHEREAS, the **GCG**, pursuant to existing laws, particularly R.A. No. 9184, otherwise known as the "Government Procurement Reform Act", its 2016 Revised Implementing Rules and Regulations (IRR) and all related rules and regulations, has found, through Small Value Procurement, the quotation of the **SERVICE PROVIDER** to be the Lowest Calculated and Responsive Quotation for the procurement of One (1) Lot Agile Software Development and Project Management Tool for the GCG in the amount of **ONE HUNDRED SIXTY-THREE THOUSAND SEVEN HUNDRED FIFTY-FIVE PESOS ONLY (P163,755.00)**, inclusive of all applicable taxes;

WHEREAS, **GCG** has awarded to the **SERVICE PROVIDER** the contract for the One (1) Lot Agile Software Development and Project Management Tool for the GCG through Notice of Award dated 20 August 2024;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** have agreed as follows:

ARTICLE 1
DEFINITIONS AND GENERAL PROVISIONS

1.1 As used in this Contract the term:

- 1.1.1 "Applicable Law" refers to the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
- 1.1.2 "Contract" refers to this Contract signed by the **PARTIES** including all contract documents, appendices, and attachments; it shall be used interchangeably with the term "Agreement" in this document.
- 1.1.3 "Contract Documents" refer to the following:
- 1.1.3.1 Statement of Conformity with Technical Specifications and Terms of Reference for the procurement of One (1) Lot Agile Software Development and Project Management Tool for the GCG (**herein attached as Annex "A"**);
 - 1.1.3.2 Notice of Award dated 20 August 2024 (**herein attached as Annex "B"**); and
 - 1.1.3.3 Other contract documents that may be required by existing laws.
- 1.1.4 "Effective Date" refers to the date during which this Contract becomes effective.
- 1.1.5 "Foreign Currency" refers to any currency other than the currency of the Philippines.
- 1.1.6 "Funding Source" refers to the General Appropriations Act of 2024.
- 1.1.7 "Government" refers to the Government of the Philippines (GOP).
- 1.1.8 "Local Currency" refers to the Philippine Peso (Php).
- 1.1.9 "Party" means either the **GCG** or the **SERVICE PROVIDER**, as the case may be, and "Parties" means both the **GCG** and the **SERVICE PROVIDER**.
- 1.1.10 "Personnel" means employees of the **SERVICE PROVIDER**, assigned to the performance of the Services or any part thereof; employees of the **SERVICE PROVIDER** are not employees of **GCG**, and neither is there an employer-employee relationship between the **GCG** and **SERVICE PROVIDER**.
- 1.1.11 "Foreign Personnel" means such persons who at the time of being so hired has their domicile outside the Government's country.
- 1.1.12 "Local Personnel" means such persons who at the time of being so hired has their domicile inside the Philippines.
- 1.1.13 "Key Personnel" means such persons who contribute in the accomplishment of the project.
- 1.1.14 "Procuring Agency/Entity" refers to the **GCG**.

1.1.15 "Services" refer to the work to be performed by the **SERVICE PROVIDER** pursuant to Article 2 of this Contract.

1.1.16 "Third Party" refers to any person or entity other than the Government, the **GCG**, the **SERVICE PROVIDER** or a Sub-Consultant.

1.2 This Contract, including the documents specified in Section 37.2.3 of the Revised IRR of R.A. No. 9184 and those specified in Article 1.1.3 of this Contract, contains all covenants, stipulations and provisions agreed by the **PARTIES**. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the **PARTIES** shall not be bound by or be liable for.

1.3 The headings shall not limit, alter, or affect the meaning of this Contract.

1.4 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

ARTICLE 2 SERVICES

2.1 SCOPE OF SERVICES

2.1.1 The **SERVICE PROVIDER** shall perform the Services under this Contract as agreed upon by the **PARTIES**. It shall undertake to provide the **GCG** with One (1) Lot Agile Software Development and Project Management Tool for the GCG as specified in the Terms of Reference under Annex "A" hereof.

2.2 STANDARD OF SERVICES

2.2.1 The **SERVICE PROVIDER** shall fulfil its obligation under this Contract using its technical knowledge and according to the best-accepted professional standards. The **SERVICE PROVIDER** shall exercise reasonable skill, care, and diligence in the discharge of its duties agreed to be performed and shall always work in the best interest of the Government. To attain these ends, the **SERVICE PROVIDER** shall provide personnel with adequate qualifications and experiences and of such number as may be required for the best fulfilment of the services, subject to the approval of the **GCG**.

2.2.2 In consideration of the payments to be made by **GCG** to the **SERVICE PROVIDER** as hereinafter mentioned, the **SERVICE PROVIDER** hereby agrees to provide **GCG** with One (1) Lot Agile Software Development and Project Management Tool for the GCG and to address all requirements therein in conformity with the provisions of the Contract and the Contract Documents.

2.3 OUTPUT TO BE DELIVERED

2.3.1 The **SERVICE PROVIDER** shall facilitate the provision of One (1) Lot Agile Software Development and Project Management Tool for the GCG with the following requirements:

2.3.1.1 Fifteen (15) annual license subscription of an agile software development and project management tool with minimum requirements as specified in the Terms of Reference under Annex "A".

- 2.3.2 This Contract shall include services, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such services were expressly mentioned herein.
- 2.3.3 The **GCG** shall have the right to inspect and/or test the items/units/equipment provided in Article 2.3.1 and verify conformity with the agreed specifications at no extra cost.
- 2.3.3.1 In this regard, the **GCG** shall notify the **SERVICE PROVIDER** in writing, within a reasonable time, of the identity of any of its representatives assigned for these purposes.
- 2.3.3.2 All reasonable facilities and assistance for the inspection and testing of the said items/units/equipment, if necessary, shall be provided by the **SERVICE PROVIDER** to **GCG's** authorized inspectors at no additional charge.
- 2.3.4 No modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to Article 11.3 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

2.4 CONTRACT PERIOD

- 2.4.1 The contract period shall be for one (1) year commencing on the date of the activation of the required license subscription. However, the contract period may be extended to such period agreed upon by both parties subject to the provisions of Article 11.3 hereof and the Revised IRR of R.A. No. 9184, without additional cost to the **GCG**.
- 2.4.2 The contract period, however, is subject to pre-termination for any or no reason at the sole discretion of the **GCG**. Upon pre-termination, the contract shall be effective only until the end of the month when the **GCG** communicated its intention to pre-terminate the Contract.
- 2.4.3 Either party shall promptly report to each other the occurrence of any event or condition which might delay or prevent the timely completion of the services embraced herein, specifying in writing the amount of time involved, the causes of the delay, and its subsequent implications on the entire timetable, work schedule, and budget of the Project.
- 2.4.4 The services shall be performed at such locations, date, and time, as the **GCG** may approve.
- 2.4.5 The **SERVICE PROVIDER** hereby agrees that the service delivery schedule must be mutually approved by both **PARTIES**. Both **PARTIES** have the prerogative to cancel or reschedule the service delivery period in case of emergency or if the service delivery period has been declared an official national non-working holiday. A notice of cancellation or change in schedule shall be submitted in formal writing prior to the initially agreed schedule. The **SERVICE PROVIDER** will work to change the schedule in accordance with the availability of **GCG**.
- 2.4.6 Expiration of the Contract shall be without prejudice to any accrued rights of both **PARTIES**, if any.

ARTICLE 3 PAYMENTS

3.1 CONTRACT PRICE

- 3.1.1 Payment to the **SERVICE PROVIDER** shall not exceed a total contract price of **ONE HUNDRED SIXTY-THREE THOUSAND SEVEN HUNDRED FIFTY-FIVE PESOS ONLY (P163,755.00)**, inclusive of Value-Added Tax (VAT), and all other applicable taxes, in consideration of the Services performed by the **SERVICE PROVIDER** under this Contract.
- 3.1.2 It is agreed that there will be no additional costs beyond what is stated in this Contract on the part of **GCG** for any excess time and/or charges incurred by the **SERVICE PROVIDER** to satisfy the completion of the Services in this Contract, *provided*, that the **GCG** may refuse to make payments when the terms and conditions of this Contract are not satisfactorily performed by the **SERVICE PROVIDER** based on the mutually agreed terms and conditions.

3.2 SCHEDULE OF PAYMENTS

- 3.2.1 The **SERVICE PROVIDER** shall be paid on a one-time basis after the delivery and activation of the required license subscription.
- 3.2.2 The **GCG** shall process payment within twenty (20) working days upon receipt of complete documents from the **SERVICE PROVIDER** such as, but not limited to, service invoice or billing statement, service report, and other pertinent documents. The foregoing process shall be repeated in case there is a need for revision in the submitted documents.
- 3.2.3 Payments shall be made only upon issuance of a certification by the Authorized Representative of the **GCG** to the effect that the Services have been rendered satisfactorily in accordance with the terms of this contract and have been duly accepted.
- 3.2.4 The **SERVICE PROVIDER** shall not be entitled to any penalty or additional charges from the **GCG** for any delay in payments due to factors beyond the control of the **GCG** and/or its personnel.
- 3.2.5 For instances when it may be difficult to make payments within the required period, the **GCG** shall send a letter informing the **SERVICE PROVIDER** for an extension of payment of twenty (20) working days in accordance with R.A. No. 11032 otherwise known as the "Ease of Doing Business and Efficient Government Service Delivery Act of 2018" signed by the Authorized Representative of the **GCG**.
- 3.2.6 Any amount which **GCG** has paid in excess of the total contract price shall be refunded by the **SERVICE PROVIDER** to the **GCG** within twenty (20) working days from receipt of notice thereof.

3.3 METHOD OF PAYMENT

- 3.3.1 All payments shall be made in Philippine Pesos.
- 3.3.2 All payments under this Contract shall be made to the account of the **SERVICE PROVIDER** as follows:

Account Name:	ONPREM2CLOUD IT SOLUTIONS CO.
Bank Name:	LANDBANK OF THE PHILIPPINES
Branch:	37 National Road, Putatan, Muntinlupa City
Account No.:	0391-1865-70

3.3.3 Notwithstanding Article 3.3.2, payments by the **GCG** to the **SERVICE PROVIDER** shall be made using the Direct Payment Scheme (DPS) via bank debit system through issuance of List of Due and Demandable Accounts Payable – Authority to Debit Account (LDDAP-ADA). However, should the payments be credited to a bank other than Land Bank of the Philippines, any bank fees and charges shall be for the account of the **SERVICE PROVIDER**.

3.4 SERVICE PROVIDER NOT TO BENEFIT FROM GCG, DISCOUNTS, ETC.

3.4.1 The remuneration of the **SERVICE PROVIDER** as provided herein shall constitute the **SERVICE PROVIDER's** sole remuneration in connection with this Contract or the Services. The **SERVICE PROVIDER** shall not accept for their own benefit any trade, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the **SERVICE PROVIDER** shall use its best efforts to ensure that the Personnel and agents of the **SERVICE PROVIDER**, similarly shall not receive any such additional remuneration.

ARTICLE 4 OBLIGATIONS OF THE GCG

4.1 The **GCG** hereby agrees to pay the **SERVICE PROVIDER**, in consideration for the goods and/or services, a total contract price of **ONE HUNDRED SIXTY-THREE THOUSAND SEVEN HUNDRED FIFTY-FIVE PESOS ONLY (P163,755.00)**, inclusive of Value-Added Tax (VAT), and all other applicable taxes, subject to fulfillment of conditions under Articles 3.

4.2 The **GCG** shall certify the completion of each deliverable within the agreed period.

4.3 Whenever the performance of the obligations in this Contract requires that the **SERVICE PROVIDER** obtain permits, approvals, import, and other licenses from local public authorities, the **GCG** shall, if so, needed by the **SERVICE PROVIDER**, make its best effort to assist the **SERVICE PROVIDER** in complying with such requirements in a timely and expeditious manner.

4.4 The **GCG** shall pay all costs involved in the performance of its responsibilities in accordance with Article 3.

4.5 The **GCG** shall make available to the **SERVICE PROVIDER** and its Personnel, in furtherance of the Services and free of any charge, the following:

4.5.1 for services, assistance/facilitation of obtaining information from **GCG**; and

4.5.2 for facilities, conference rooms, workstations, and laptops for use within the **GCG's** premises.

4.6 The foregoing shall be provided during regular business hours, provided that if such services, facilities, and property are not made available to the **SERVICE PROVIDER** as and when so specified, the **PARTIES** shall agree on:

4.6.1 any time extension that it may be appropriate to grant to the **SERVICE PROVIDER** for the performance of the Services; and

4.6.2 the way the **SERVICE PROVIDER** shall procure any such services, facilities, and property from other sources.

ARTICLE 5 OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1 In consideration of the payments to be made by the **GCG** to the **SERVICE PROVIDER**, the **SERVICE PROVIDER** hereby agrees with the **GCG** to provide the Services in a timely and efficient manner, in conformity with the provisions of the Contract.
- 5.2 The **SERVICE PROVIDER** shall facilitate the provision of One (1) Lot Agile Software Development and Project Management Tool for the **GCG** subject to Article 2 of this Contract.
- 5.3 The **SERVICE PROVIDER** shall submit all the deliverables and reportorial requirements, if any, in accordance with the Statement of Conformity with Technical Specifications and Terms of Reference under **Annex "A"** and Article 2 of this Contract. The **SERVICE PROVIDER** shall submit to the **GCG** the reports, deliverables, and documents in English, in the form, in the numbers, and within the time periods set forth in Article 2.

ARTICLE 6 RELATIONSHIP OF PARTIES

- 6.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the **GCG** and the **SERVICE PROVIDER**. The **SERVICE PROVIDER**, subject to this Contract, has complete charge of its Personnel, performing the Services and shall be fully responsible for the Services performed by them or in their behalf hereunder.
- 6.2 The **SERVICE PROVIDER** shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.
- 6.3 The **SERVICE PROVIDER** shall hold the **GCG** free and harmless from any and all liabilities resulting from the acts and omissions of the **SERVICE PROVIDER's** Personnel pursuant to this Contract, provided there is no fault, negligence, or omission, on the part of the **GCG**.

ARTICLE 7 AUTHORIZED REPRESENTATIVES AND NOTICES

7.1 Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by both **PARTIES** may be taken or executed by the authorized representatives of the **PARTIES**.

7.1.1 The authorized representatives are as follows:

For the **GCG**:

- a. Primary Representative – **ATTY. MARIUS P. CORPUS**, Chairperson
- b. Alternate Representative – Commissioner or Director of the Strategy, Communications, and Information Technology Office (SCITO)

For the **SERVICE PROVIDER**: **EMMANUEL B. MAMAYSON**

7.2 FORM OF NOTICE

Any notice, request, consent, or correspondence required or permitted to be given or made pursuant to this Contract shall be in writing. It shall be deemed to have been given or made when signed by the authorized representatives of the **PARTIES**, and shall be deemed received by respective party when sent by registered mail, or by electronic means (such as, but not limited to, telex, telegram, facsimile, or email), to the addresses of the **PARTIES** as stated below:

Procuring Entity: **GOVERNANCE COMMISSION FOR GOCCS**
Address: 3rd Floor, BDO Towers Paseo, 8741 Paseo de Roxas, Makati City
Facsimile: 328-2030 loc. 301
Email Address: mpcorpus@gcg.gov.ph and feedback@gcg.gov.ph

Contractor: **ONPREM2CLOUD IT SOLUTIONS Co.**
Address: B2 L9 La-Charina Heights Subd., Brgy. Putatan, Muntinlupa City
Email Address: emamayson@onprem2cloud.online

7.3 EFFECTIVITY OF NOTICE

Notice shall be deemed to be effective as follows:

- 7.3.1 In the case of personal delivery, registered mail, telegrams, or courier, upon delivery to the other **PARTY**; and
- 7.3.2 In the case of facsimile and electronic mail, upon sending to the other **PARTY**.

ARTICLE 8 FORCE MAJEURE

- 8.1 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the **PARTIES** could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavourable weather conditions and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the concerned **PARTY**.
- 8.2 The failure of a **PARTY** to fulfil any of its obligations hereunder shall not be a breach of, or default under this Contract insofar as such inability arises from an event of force majeure, *provided*, that the **PARTY** affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 8.3 Unless otherwise agreed herein, force majeure shall **not** include:
 - 8.3.1 Any event which is caused by the negligence or intentional action of either **PARTY** or the Personnel of the **SERVICE PROVIDER**;
 - 8.3.2 Any event which a diligent **PARTY** could reasonably have been expected to both take into account at the time of the execution of this Contract or to avoid or overcome in the carrying out of its obligations hereunder;
 - 8.3.3 Insufficiency of funds or failure to make any payment required hereunder; and

- 8.3.4 Acts against the confidentiality, integrity, and availability of computer data and systems, including, but not limited to, illegal access, illegal interception, data interference, system interference, and misuse of devices.
- 8.4 A **PARTY** affected by an event of force majeure shall take all reasonable measures to remove such **PARTY**'s inability to fulfil its obligations hereunder immediately or within a reasonable time.
- 8.5 A **PARTY** affected by an event of force majeure shall notify the other **PARTY** of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 8.6 The **PARTIES** shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 8.7 Not later than fifteen (15) days after the period stated in Article 8.5, the **PARTIES** shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.

ARTICLE 9 SUSPENSION AND TERMINATION

9.1 SUSPENSION BY **GCG**

The **GCG** shall, by written notice of suspension to the **SERVICE PROVIDER**, suspend all payments to the **SERVICE PROVIDER** hereunder if the **SERVICE PROVIDER** fails to perform any of its obligations, including the carrying out of the Services, due to its own fault or due to force majeure or other circumstances beyond the control of either party under this Contract, *provided*, that such notice of suspension shall specify the nature of the failure and request the **SERVICE PROVIDER** to remedy such failure within a period not exceeding thirty (30) days after receipt by the **SERVICE PROVIDER** of such notice of suspension.

9.2 SUSPENSION BY **SERVICE PROVIDER**

The **SERVICE PROVIDER** may, by written notice of suspension, suspend the Services if the **GCG** fails to perform any of its obligations which are critical to the delivery of the **SERVICE PROVIDER**'s services such as non-payment of any money due to the **SERVICE PROVIDER** within thirty (30) days after receiving Notice from the **SERVICE PROVIDER** that such payment is overdue.

9.3 TERMINATION BY **GCG**

The **GCG** may terminate this Contract, after thirty (30) days from receipt by the **SERVICE PROVIDER** of written notice, when any of the following conditions attends its implementation:

- 9.3.1 Outside of force majeure, the **SERVICE PROVIDER** fails to deliver or perform the Outputs as set forth in Article 2.3 hereof within the period(s) specified in this Contract, or within any extension thereof which may be granted by the **GCG** at its sole discretion pursuant to a request made by the **SERVICE PROVIDER** prior to the delay.
- 9.3.2 As a result of force majeure, the **SERVICE PROVIDER** is unable to deliver or perform a material portion of the Outputs as set forth in Article 2.3 hereof for

a period of not less than sixty (60) calendar days after the **SERVICE PROVIDER's** receipt of the notice from the **GCG** stating that the circumstance of force majeure is deemed to have ceased.

- 9.3.3 In whole or in part, at any time for its convenience, the Authorized Representative of the **GCG** may terminate this Contract at his convenience if he has determined the existence of conditions that make its implementation economically, financially, or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.
- 9.3.4 If the **SERVICE PROVIDER** is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the **SERVICE PROVIDER**, *provided*, that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the either **PARTY**.
- 9.3.5 In case there is a *prima facie* determination by the **GCG** that the **SERVICE PROVIDER** has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviours relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive and coercive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing.
- 9.3.6 The **SERVICE PROVIDER** fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Article 9.1 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further reasonable period as the **GCG** may have subsequently approved in writing.
- 9.3.7 The **SERVICE PROVIDER** fails to perform any other obligation under the Contract.
- 9.3.8 Upon termination of the contract in any of the circumstances under this Article, the **SERVICE PROVIDER** is obliged to refund the **GCG** a pro-rata portion of the contract amount based on the remaining term of the contract.

9.4 TERMINATION BY SERVICE PROVIDER

- 9.4.1 The **SERVICE PROVIDER** must serve a written notice to the **GCG** of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the **GCG** with regard to such written notice within thirty (30) calendar days after the receipt thereof.
- 9.4.2 The **SERVICE PROVIDER** may only terminate this Contract if any of the following events occurs:
- 9.4.2.1 The **GCG** is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) calendar days following its receipt of **SERVICE PROVIDER's** notice specifying such breach.

9.4.2.2 As the direct and proximate result of force majeure, the **SERVICE PROVIDER** is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

9.4.2.3 The **GCG** fails to pay any money due to the **SERVICE PROVIDER** pursuant to this Contract within sixty (60) days after receiving written notice from the **SERVICE PROVIDER** that such payment is overdue.

9.5 REFUND UPON TERMINATION

9.5.1 Upon termination of this Contract, the **SERVICE PROVIDER** shall refund the **GCG** a pro-rata portion of the contract amount based on the remaining term of the contract.

9.6 CESSATION OF RIGHTS AND OBLIGATIONS

9.6.1 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Articles 9.3 or 9.4 hereof, the **SERVICE PROVIDER** shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the **SERVICE PROVIDER** and equipment and materials furnished by the **GCG**, the **SERVICE PROVIDER** shall proceed as provided in this Contract.

9.6.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Article 9.3 or 9.4 hereof, or upon expiration of this Contract, all rights and obligations of the **PARTIES** hereunder shall cease, except:

9.6.2.1 such rights and obligations as may have accrued on the date of termination or expiration;

9.6.2.2 the obligation of confidentiality set forth in Article 11.8 hereof; and

9.6.2.3 the **SERVICE PROVIDER**'s obligation to permit inspection, copying and auditing of their accounts and records set forth in Articles 11.9 hereof, and any right which a **PARTY** may have under the Applicable Law.

ARTICLE 10 WARRANTIES AND LIABILITY LIMITATIONS

10.1 The **SERVICE PROVIDER** warrants that the products and services that the **SERVICE PROVIDER** will provide comply with the Statement of Conformity with Technical Specifications and Terms of Reference under Annex "A" hereof and will not expose the **GCG** to any risks pertaining to the confidentiality, integrity, and availability of its information, data, systems, and other digital assets, including, but not limited to, unauthorized access, interception, interference, locking, and all forms of systems compromise.

- 10.2 The **SERVICE PROVIDER** must provide full-time support and managed services, without additional cost to the GCG, during the twelve (12) months subscription period as specified:
- 10.2.1 service desk support via email or online chat portal;
 - 10.2.2 at least twenty-four (24) hours response time upon receipt of issue escalation;
 - 10.2.3 procedures on support and issue escalation; and
 - 10.2.4 service report every after the onsite support.
- 10.3 The **SERVICE PROVIDER** shall ensure that at all times during its performance of the Services provided in this Contract, a resident project manager, acceptable to the **GCG**, shall take charge of the performance of such Services. The person designated as resident project manager shall be the Project Champion and shall serve in the capacity specified herein.
- 10.4 If the **SERVICE PROVIDER's** services do not conform to the requirements agreed between the **PARTIES**, the **GCG** shall promptly notify the **SERVICE PROVIDER** subject to Article 7 and the **SERVICE PROVIDER** shall re-perform any non-conforming services at no additional charge or, the **GCG** may consider termination of this Contract pursuant to Articles 9.3 with Liquidated Damages pursuant to Article 11.7.
- 10.5 The **SERVICE PROVIDER** shall indemnify and hold the **GCG** and its officers, employees, and representatives free and harmless against any and all actions, proceedings, costs, claims, demands, losses, expenses, and liabilities arising out of or in connection with fraud or unauthorized activity by the **SERVICE PROVIDER**, or any act or omission of the **SERVICE PROVIDER**, its directors, officers, agents, and employees in the implementation of this Contract.
- 10.6 The **GCG** shall in no event have any liability to the **SERVICE PROVIDER** or any third party for any loss of profits, loss of revenue, loss of capital, loss of anticipated savings, or loss of data, or for any special, indirect, incidental, punitive, or consequential damages or losses arising out of or in connection with this Contract, under any theory of liability.
- 10.7 The maximum extent of liability of the **GCG** to the **SERVICE PROVIDER** for any and all claims and injuries shall be limited to the amounts actually payable by **GCG** to the **SERVICE PROVIDER** under this Contract.
- ~~10.8 In the event the Commission of Audit or any court, tribunal, agency, or officer of competent jurisdiction orders the suspension, disallowance, refund, restraint, or injunction of any payment made or to be made by the **GCG**, the parties shall comply with such order.~~

**ARTICLE 11
GENERAL CONDITIONS**

11.1 NON-ASSIGNMENT

- 11.1.1 Neither **PARTY** may assign or transfer its rights and obligations under this Contract without the prior written consent of the other **PARTY**, whose consent shall not be unreasonably withheld or delayed.

11.2 GOVERNING LAW

- 11.2.1 This Contract shall be governed by and construed for all purposes in accordance with Philippine laws and the appropriate Courts of the City of Makati shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract and any matter arising from it.
- 11.2.2 The **SERVICE PROVIDER** shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the Personnel of the **SERVICE PROVIDER** complies with the Applicable Law.
- 11.2.3 The **GCG** shall notify the **SERVICE PROVIDER** in writing of relevant local customs, and the **SERVICE PROVIDER** shall, after such notification, respect such customs.
- 11.2.4 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the **SERVICE PROVIDER** in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the **SERVICE PROVIDER** under this Contract shall be increased or decreased on a *no loss-no gain* basis, and corresponding adjustments shall be made to the ceiling amounts specified in Article 3, provided that the cost is within the Approved Budget for the Contract (ABC).

11.3 AMENDMENT

This Contract may be amended only by a written amendment or supplement signed by both **PARTIES**.

11.4 NOTICE OF DELAY

In the event that the **SERVICE PROVIDER** encounters delay in obtaining the required services or facilities under this Contract, it shall promptly notify the **GCG** of such delay and may request for an extension for the completion of services, *provided*, that the extension of time may only be granted if the delay is deemed reasonable and justifiable as determined by the **GCG**.

11.5 EQUIPMENT AND MATERIALS FURNISHED BY **GCG**

- 11.5.1 Equipment and materials made available to the **SERVICE PROVIDER** by the **GCG** or purchased by the **SERVICE PROVIDER** with funds provided by the **GCG**, shall be the property of the **GCG** and shall be marked accordingly.
- 11.5.2 Upon termination or expiration of this Contract, the **SERVICE PROVIDER** shall make available to **GCG** an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the **GCG**'s instructions.

11.6 LIQUIDATED DAMAGES FOR DELAY

- 11.6.1 If the **SERVICE PROVIDER** fails to deliver any or all of the Services within the period(s) specified in this Contract due to breach of contract, negligence, or any other tort, due directly and solely to the fault or omission of the **SERVICE PROVIDER**, **GCG** shall, without prejudice to its other remedies under this Contract and under the law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent

of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the **GCG** may terminate this Contract under Article 9.

11.7 CONFIDENTIALITY

Except with the prior written consent of the **GCG**, the **SERVICE PROVIDER** shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the **SERVICE PROVIDER** make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "confidential information" means any information or knowledge acquired by the **SERVICE PROVIDER** arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

11.8 ACCOUNTING, INSPECTION AND AUDITING

11.8.1 The **SERVICE PROVIDER** shall:

11.8.1.1 keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;

11.8.1.2 permit the **GCG** or its designated representative and or the designated representative of the Government at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Government; and

11.8.1.3 permit the **GCG** to inspect the **SERVICE PROVIDER**'s accounts and records relating to the performance of the Service and to have them audited by auditors approved by the Government, if so required.

11.8.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the **SERVICE PROVIDER** in relation to this Contract. The **SERVICE PROVIDER** shall cooperate with and assist the **GCG** and its authorized representatives in making such audit. In the event the audit discloses that the **SERVICE PROVIDER** has overcharged the **GCG**, the **SERVICE PROVIDER** shall immediately reimburse the **GCG** an amount equivalent to the amount overpaid. If overpayment is a result of the **SERVICE PROVIDER** having been engaged in what the **GCG** (or, as the case may be, the Government) determines to constitute corrupt, fraudulent, or coercive practices, as defined under the Applicable Laws, the **GCG** shall, unless the **GCG** decides otherwise, terminate this Contract.

11.8.3 The determination that the **SERVICE PROVIDER** has engaged in corrupt, fraudulent, coercive practices shall result in the **GCG** and/or the Government seeking the imposition of the maximum administrative, civil, and criminal penalties up to and in including imprisonment.

11.8.4 In the event the Commission of Audit or any court, tribunal, agency, or officer of competent jurisdiction orders the suspension, disallowance, refund, restraint, or injunction of any payment made or to be made by the **GCG**, the parties shall comply with such order.

11.8.5 Any inspection or audit conducted pursuant to this Agreement shall not be less than 15 business days prior to the written notice that has been given to the **SERVICE PROVIDER**.

11.9 INSURANCE

11.9.1 The **SERVICE PROVIDER**, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the Services.

11.9.2 The **GCG** undertakes no responsibility in respect of life, health, accident, travel, or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

11.10 CONTRACT DOCUMENTS

The Contract Documents enumerated under Article 1.1.3 are hereby made and acknowledged by the **PARTIES** to be integral parts of this Contract.

11.11 ARBITRATION CLAUSE

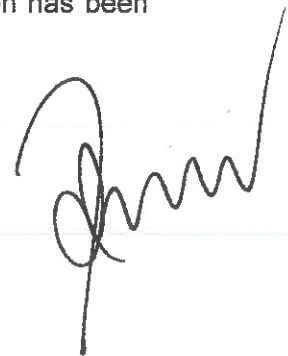
Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". The seat of arbitration is the Philippines, whose laws shall be the law of the arbitration agreement. The language of the arbitration shall be English.

All proceedings arising from or relating or incidental to the arbitration under the Special ADR Rules shall be filed in Makati City, to the exclusion of all other courts.

11.12 VENUE

11.12.1 The **PARTIES** agree that all disputes, legal actions, suits, and proceedings arising from or relating or incidental to this Contract shall be filed with a competent court in Makati City to the exclusion of all other courts.

11.12.2 The **PARTIES** irrevocably waive any right they may have to object to any action being brought in those Courts, to claim that the action has been brought to an inconvenient forum or to claim improper venue.



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

DONE, this 22 AUGUST 2024 in the MUNTINLUPA CITY Philippines.

GOVERNANCE COMMISSION FOR GOCCS

ONPREM2CLOUD SOLUTIONS CO.

By:

ATTY. MARIUS P. CORPUS
Chairperson

By:

EMMANUEL B. MAMAYSON
Authorized and Designated Representative

SIGNED IN THE PRESENCE OF:

JAYPEE O. ABESAMIS

Witness

ABIGAIL P. MAMAYSON

Witness

GOVERNANCE COMMISSION FOR GOCCS
ALLOTTED

R.A. No. 11936 ISBARO # _____

Fund Available General () Special () Trust ()

Function/Project 100010001
50209107001 - ICT Software Subscription

CERTIFIED FUNDS AVAILABLE:

JOSUE C. ROSAL
OIC - Chief Accountant

ACKNOWLEDGEMENT

Republic of the Philippines)
MUNTINLUPA CITY) S.S

BEFORE ME, a Notary Public for and in MUNTINLUPA CITY, Philippines, personally appeared the following and exhibited their respective identification documents:

NAME	ID NUMBER	DATE/PLACE ISSUED
ATTY. MARIUS P. CORPUS	Driver's License No. X01-81-000654	08 September 2023 Quezon City
EMMANUEL B. MAMAYSON	PASSPORT NO. P0634461C	22 JUNE 2022 DFA - NCR SOUTH

During such appearance, they declared to me (1) that they voluntarily affixed their signatures on the foregoing instrument for the purposes stated therein; (2) that they executed the instrument as their free and voluntary act and deed; and (3) that they have full authority to sign the instrument.

This instrument, including this page, has sixteen (16) pages.

WITNESS MY HAND AND SEAL, on the date and place first above written.

ATTY. CRISTETO REY R. GONZALDO
NOTARY PUBLIC

FOR AND IN THE CITY OF MUNTINLUPA, NCR, PHILIPPINES
UNTIL DECEMBER 31, 2025

PTR NO. - MCF 10474204/MUNTINLUPA02JAN24
MCLE COMPLIANCE NO. - VN-0021037713JUN2022-14APR2025
ROLL OF ATTORNEY NO. - 44206
IBP LIFETIME MEMBER NO. - 05114/OR. NO. 037652/01-27-2005
IBP CHAPTER - PPLM
NOTARIAL COMMISSION NO. - 24-024
Ground Floor, DLA Bldg., 405 National Road, Brgy. Putatan, Muntinlupa City
Email address: atty.gonzalodo@gmail.com / CP No. 0995-833-88-28

Doc. No. 417
Page No. 85
Book No. 216
Series of 2024.



REQUEST FOR QUOTATION

PURCHASE REQUEST NO. 24-0051

CANVASS PERIOD: 05 to 08 August 2024

Name of Company: Onprem2Cloud IT Solutions Co.

Address: B2 L9 La-Charina Heights Subd., Brgy. Putatan, Muntinlupa City, 1772.

Telephone Number: (02) 8800 0247 / +63 991 353 5659

Tax ID Number (TIN): 010-626-582-000

PhilGEPS Registration Number: Certificate Reference No: 202108267186154364772

The Governance Commission for GOCCs (GCG) formally requests a corporate proposal/quotation for the procurement of **ONE (1) LOT AGILE SOFTWARE DEVELOPMENT AND PROJECT MANAGEMENT TOOL FOR THE GOVERNANCE COMMISSION FOR GOCCs (GCG).**

Attached is Purchase Request No. 24-0051 with an Approved Budget for the Contract (ABC) of **One Hundred Eighty Thousand Pesos Only (₱180,000.00).** Kindly fill out the attached RFQ Form which will be included with the other documentary requirements indicated therein.

Please be informed that all submissions via email must be sent to procurement@gcg.gov.ph with subject name: **"Submission for the procurement of ONE (1) LOT AGILE SOFTWARE DEVELOPMENT AND PROJECT MANAGEMENT TOOL FOR THE GOVERNANCE COMMISSION FOR GOCCs (GCG)."**

On the other hand, **all physical submissions must be labeled and addressed:**

ATTENTION:	The Bids and Awards Committee, GCG
RE:	Submission for the Procurement of ONE (1) LOT AGILE SOFTWARE DEVELOPMENT AND PROJECT MANAGEMENT TOOL FOR THE GOVERNANCE COMMISSION FOR GOCCs (GCG).

THE SUBMISSION MUST LIKEWISE CONTAIN THE FOLLOWING DOCUMENTARY REQUIREMENTS:

1. Supplier's/Service Provider's 2024 Mayor's/Business Permit
2. PhilGEPS Certificate of Registration or Registration Number;
3. Notarized Omnibus Sworn Statement (See attached Template); **and**



4.

IF THE SUPPLIER/SERVICE PROVIDER IS:	DOCUMENTARY REQUIREMENT
a.) A Corporation	a.1.) Securities and Exchange Commission (SEC) Certificate and, a.2.) Notarized Secretary's Certificate granting full power and authority for the designated person to do, execute and perform any and all acts necessary <u>to participate, submit the bid, and to sign and execute the ensuing contract</u> for the prospective supplier/service provider;
b.) A Sole Proprietorship	b.1.) Department of Trade and Industry (DTI) Certificate; and, b.2.) <u>if the authorized representative is not the proprietor himself/herself,</u> Notarized Special Power of Attorney (SPA), granting full power and authority for the same to do, execute and perform any and all acts necessary <u>to participate, submit the bid, and to sign and execute the ensuing contract</u> for the prospective supplier/service provider,
c.) A Partnership	c.1.) SEC Registration of partnership; and; c.2) Notarized partnership resolution granting full power and authority for the designated person to do, execute and perform any and all acts necessary <u>to participate, submit the bid, and to sign and execute the ensuing contract</u> for the prospective supplier/service provider

5. ~~If applicable, documentation from prospective foreign service providers/suppliers~~ as required in accordance with item 4.0, Appendix 9 of the 2016 Revised Implementing Rules and Regulations of Republic Act no. 9184.

Failure to submit **ALL** of the required documents with the **Request for Quotation form signed by the bidder's authorized representative before the deadline on 08 August 2024, 10:00 am** renders the submission, **NON-COMPLIANT**

For further inquiries, you may reach us at 5328 2030 local 371 or 415 or send an email to: procurement@gcg.gov.ph.

Thank you.



QUOTATION FORM

INSTRUCTIONS

- 1) Accomplish this Quotation Form Correctly and Accurately
- 2) Do not alter the contents of this form in any way.
- 3) All technical specifications are mandatory. Failure to comply unconditionally with any of the mandatory requirements will render the quotation, non-compliant.
- 4) In cases involving a tie among bidders, the procuring entity will bring the concerned service providers/suppliers to agree on a method to break the tie which shall be non-discretionary/non-discriminatory and is similarly based on sheer luck or chance.
- 5) Failure to follow these instructions will disqualify your entire quotation.

AFTER HAVING CAREFULLY READ AND ACCEPTED THE TERMS AND CONDITIONS, I/WE SUBMIT OUR QUOTATION/S FOR THE ITEMS AS FOLLOWS:

ONE (1) LOT AGILE SOFTWARE DEVELOPMENT AND PROJECT MANAGEMENT TOOL FOR THE GOVERNANCE COMMISSION FOR GOCCs (GCG) (PERIOD OF CANVASS: 05 to 08 August 2024)			
TECHNICAL SPECIFICATIONS	Yes	No	Comments
One (1) Lot Agile Software Development and Project Management Tool for the Governance Commission for GOCCs (GCG)	<input checked="" type="checkbox"/>		COMPLY
1. LICENSE SUBSCRIPTION REQUIREMENTS			
1.1. The bidder must provide an annual license subscription of the existing Agile Software Development and Project Management Tool (JIRA) for fifteen (15) users.	<input checked="" type="checkbox"/>		COMPLY
1.2. The bidder must provide the existing JIRA and satisfies the minimum requirements and specifications below.	<input checked="" type="checkbox"/>		COMPLY
1.2.1. Has pre-defined workflows suitable for software development projects but also allows custom workflows.	<input checked="" type="checkbox"/>		COMPLY
1.2.2. Has Scrum and Kanban dashboards but also offers customized dashboards.	<input checked="" type="checkbox"/>		COMPLY
1.2.3. Be able to track progress of projects.	<input checked="" type="checkbox"/>		COMPLY
1.2.4. Has extensive reporting features to check progress of projects and sprints.	<input checked="" type="checkbox"/>		COMPLY
1.2.5. Has search engine to easily search for issues/tickets.	<input checked="" type="checkbox"/>		COMPLY
1.2.6. Accessible via computer and mobile devices.	<input checked="" type="checkbox"/>		COMPLY
1.2.7. Has an export feature for exporting existing JIRA projects.	<input checked="" type="checkbox"/>		COMPLY

**ONE (1) LOT AGILE SOFTWARE DEVELOPMENT AND PROJECT MANAGEMENT TOOL
FOR THE GOVERNANCE COMMISSION FOR GOCCs (GCG)
(PERIOD OF CANVASS: 05 to 08 August 2024)**

TECHNICAL SPECIFICATIONS	Yes	No	Comments
1.3. The bidder must provide JIRA Support during the twelve (12) months subscription period as specified:	<input checked="" type="checkbox"/>		COMPLY
1.3.1. service desk support via email or online chat portal;	<input checked="" type="checkbox"/>		COMPLY
1.3.2. at least twenty-four (24) hours response time upon receipt of issue escalation;	<input checked="" type="checkbox"/>		COMPLY
1.3.3. procedures on support and issue escalation; and	<input checked="" type="checkbox"/>		COMPLY
1.3.4. service report for every resolved escalated issue.	<input checked="" type="checkbox"/>		COMPLY
2. BUDGET REQUIREMENTS			
2.1. The budget for One (1) Lot Agile Software Development and Project Management Tool for the Governance Commission for GOCCs (GCG) is One Hundred Eighty Thousand Pesos Only (₱180,000.00).	<input checked="" type="checkbox"/>		COMPLY
3. BIDDER REQUIREMENTS			
3.1. Must have a local technical support team.	<input checked="" type="checkbox"/>		COMPLY
3.2. The bidder must be a Platinum PhilGEPS registered supplier.	<input checked="" type="checkbox"/>		COMPLY
3.3. Subcontractors are prohibited.	<input checked="" type="checkbox"/>		COMPLY
4. TERMS OF PAYMENT			
4.1. The payment shall be made on a one-time basis after the activation and deployment of the required licenses.	<input checked="" type="checkbox"/>		COMPLY
4.2. Provided further that payment shall be made within twenty (20) working days upon receipt of complete documents such as billing statement/statement of account, and other pertinent documents.	<input checked="" type="checkbox"/>		COMPLY

**ONE (1) LOT AGILE SOFTWARE DEVELOPMENT AND PROJECT MANAGEMENT TOOL
FOR THE GOVERNANCE COMMISSION FOR GOCCs (GCG)
(PERIOD OF CANVASS: 05 to 08 August 2024)**

TECHNICAL SPECIFICATIONS	Yes	No	Comments
5. CONFIDENTIALITY			
5.1. Information or rights acquired and obtained from the GCG, including but not limited to any and all obligations prior to the termination or expiration hereof and provisions on confidentiality and proprietary rights, will remain in effect after termination of the services rendered to the GCG. Hence, the undertaking of the bidder not to disclose and to keep information confidential shall subsist even after the expiration or termination of its obligation to the GCG nor can the bidder, at any time, disclose items mentioned or enumerated in Section 6.2 or any information it acquires by virtue of the contract which the GCG deems confidential.	<input checked="" type="checkbox"/>		COMPLY
5.2. Records, documents, reports, and relevant data such as diagrams, plans, designs, estimates, specifications, and other supporting records of materials compiled and prepared in the courses of the performance of the services shall be absolute properties of GCG and shall not be used by the bidder for purposes not related to this agreement without prior written approval of GCG. Copies of such documents as required in this TOR shall be turned over to GCG upon completion of the project except that the bidder shall have the right to retain a copy of the same.	<input checked="" type="checkbox"/>		COMPLY
6. DELIVERY AND IMPLEMENTATION SCHEDULE			
6.1. The delivery and activation of proposed license subscription must be completed within thirty (30) calendar days from the receipt of the Notice to Proceed.	<input checked="" type="checkbox"/>		COMPLY
6.2. The bidder shall be subjected to the evaluation by the end-user after the implementation of the project.	<input checked="" type="checkbox"/>		COMPLY

Terms of Payment:

Pursuant to DBM Circular No. 2013-16 dated 23 Dec. 2013, the Procuring Entity (GCG) has adopted the Direct Payment Scheme (DPS) via bank debit system through the issuance of the List of Due payables due to creditors/payees.

Section 5.9.2 of the DBM Circular states, "bank charges shall be borne/paid by the creditor/payee concerned if their account is not maintained at Landbank."

Supplier's/Service Provider's Bank Details:

Banking Institution: LANDBANK _____

Account Number: 0391-1865-70 _____

Account Name: ONPREM2CLOUD IT SOLUTIONS CO. _____

Branch: 37 National Road, Putatan, Muntinlupa, Metro Manila _____

FINANCIAL OFFER:

Please indicate your best offer for the item below. Please do not leave any item, blank. Quotation should be inclusive of Value Added Tax (VAT, if applicable). **The offered quotation should not exceed the ABC.**

TOTAL APPROVED BUDGET FOR THE CONTRACT (ABC)	TOTAL OFFERED QUOTATION [INCLUSIVE OF VAT]
One Hundred Eighty Thousand Pesos Only (P180,000.00).	In Words: <u>One Hundred Sixty Three Thousand,</u> <u>Seven hundred fifty-five pesos</u> In Figures: <u>Php163,755.00</u>

TERMS AND CONDITIONS:

1. Bidders shall provide correct and accurate information required in this form.
2. Price quotation/s must be valid for a period of thirty (30) calendar days from the date of submission.
3. Price quotation/s, to be denominated in Philippine peso shall include all taxes, duties, and/or levies payable.
4. Quotations exceeding the Approved Budget for the Contract shall be rejected.
5. Award of contract shall be made to the lowest quotation (for goods and infrastructure) or, the highest rated offer (for consulting services) which complies with the specified technical specifications and other terms and conditions stated herein.
6. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
7. The item/s shall be delivered according to the requirements specified in the Technical Specifications.
8. The GCG shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
9. Payment shall be made after delivery and upon the submission of the required supporting documents, i.e, Order Slip and/or Billing statement, by the supplier, contractor or consultant. Our Government Servicing Bank, i.e, the Land Bank of the Philippines, shall credit the amount due to the identified bank account of the supplier, contractor or consultant not earlier than twenty-four (24) hours, but not later than forty-eight (48) hours, upon receipt of our advice. Please note that the corresponding bank transfer fee, if any, shall be chargeable to the account of the supplier, contractor, or consultant.



Emmanuel B. Mamayson

**Signature over Printed Name
of the Sole Proprietor or
the Authorized Representative
(for corporations and partnerships)**

Office: 02 8800 0247 Fax: None
Mobile: 09199933204

Office Telephone /Fax/Mobile Nos

**emamayson@onprem2cloud.online
info@onprem2cloud.online**

Email address/es



NOTICE OF AWARD

20 AUG 2024

MR. EMMANUEL B. MAMAYSON
Authorized Representative
ONPREM2CLOUD IT SOLUTIONS CO.
 B2 L9 La-Charina Heights Subd.,
 Brgy. Putatan, Muntinlupa City

**RE: ONE (1) LOT AGILE SOFTWARE
 DEVELOPMENT AND PROJECT
 MANAGEMENT TOOL FOR THE
 GOVERNANCE COMMISSION FOR
GOCCs (GCG)**

Dear Mr. Mamayson,

This is to inform you that the undersigned has approved Resolution No. 24-0051-01 of the Bids and Awards Committee (BAC), recommending the award of the contract for the procurement of the above-mentioned project to ONPREM2CLOUD IT SOLUTIONS Co., in the amount of **ONE HUNDRED SIXTY-THREE THOUSAND SEVEN HUNDRED FIFTY-FIVE PESOS ONLY (₱163,755.00)**.

FOR YOUR APPROPRIATE ACTION.

Very truly yours,

ATTY. MARIUS P. CORPUS
Chairperson and Head of the Procuring Entity

Received By:

MR. EMMANUEL B. MAMAYSON
 (Signature above printed name)

August 20, 2024 4:07 PM
 (Date and Time of receipt)



