

CONTRACT AGREEMENT NO. 2020-03-016
TIME AND MATERIAL COST FOR DATA RECOVERY OF SEC I-VIEW

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 24 day of SEP 24 2020 at Pasay City, Metro Manila, Philippines by and between:

SECURITIES AND EXCHANGE COMMISSION, a government agency created by virtue of Commonwealth Act No. 83, with office address at Secretariat Building, PICC Complex, Pasay City, represented herein by its Information and Communications Technology Department Officer-in-Charge **OLIVER V. CHATO**, duly authorized to sign contract under SEC Officer Order No. 270, series of 2019, a copy of which is hereto attached as Annex "A", hereinafter referred to as the "**SEC**";

-and-

INFOSTORAGE CORPORATION, a registered Corporation duly organized under Philippine Laws, with business address at 4TH Floor PDAF Bldg., Senator Gil Puyat Ave., Makati City, represented by its Account Manager **RUBEN O. MALACAS JR.** (hereinafter referred to as "**INFOStorage**").

W I T N E S S E T H, that

WHEREAS, the Securities and Exchange Commission through its Bids and Awards Committee (BAC), posted the Request for Quotation (RFQ) No. 2020-SVP-51 in the SEC and PhilGEPS websites as well as in the SEC Bulletin Boards continuously for at least three (3) days starting on July 19, 2020 to July 31, 2020 for the **Time and Material Cost for Data Recovery of SEC i-View** with Approved Budget for the Contract (ABC) of Four Hundred Fifty Thousand Pesos (Php450,000.00) as indicated in the Purchase Request No. 202007130 as reflected under item I.E.41 of the CY 2020 Supplemental Annual Procurement Plan 04;

Whereas, the July 31, 2020 deadline for submission and opening of quotations, declared as a national holiday in observance of Eid'l Adha, was moved to August 3, 2020 per Section 38.2 of the 2016 IRR of RA 9184;

WHEREAS, on August 3, 2020, the deadline for submission and opening of offers, only INFOStorage submitted its offer;

WHEREAS, in the preliminary examination of bid, the price proposal of INFOStorage, in the amount of Four Hundred Forty Thousand Pesos (Php440,000.00) was found to be within the ABC and was declared the Single Calculated Offer;

WHEREAS, on August 3, 2020, based on the TWG Post-Qualification and Evaluation Report submitted and presented to the BAC, INFOStorage was established to be compliant and was declared as the **Single Calculated and Responsive Offer**;

WHEREAS, in BAC Resolution No. 2020-28 dated August 4, 2019, the BAC recommended to the HRAD Director the award of the contract to INFOStorage;

WHEREAS, on August 4, 2020, the ICTD Officer-in-Charge, with delegated authority through SEC Resolution No. 128, s. of 2018, approved the recommendation of the BAC and signed the Notice of Award;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, that parties agree as follows:

I. Materials

INFOStorage shall be responsible in provision, installation and configuration of the following necessary materials which are compatible to the existing equipment.

Item	Part Number	Description	Qty.
1	3285122-A.X	Power Supply CBSS/CBSL	3
2	3282390-Q.X	HDD ASSY 6HGSS 600GB SAS SFF w/o BNST	7

II. Scope of Works

1. INFOStorage shall replace the initially assessed defective parts (HDD and power supply)
2. INFOStorage shall perform normal start-up and perform diagnostics.
3. Should there be new failed parts after diagnostics, replacements will be quoted separately (order basis).
4. Verification that the virtual volumes at HUS 130 are already accessible.
5. Once the hardware errors were eliminated, then the storage is ready for turn over to end-user for their data consistency testing.
6. INFOStorage shall assist SEC in checking mount points of the LUNs at HUS130 to the Solaris Server.
7. SEC shall perform the procedure of data/file copy they prefer.

III. Delivery Terms

This agreement shall commence within sixty (60) working days from the issuance of the Notice to Proceed.

In case of failure of delivery of the above materials and services within the agreed delivery schedule, INFOStorage shall be liable for damages for the delay and shall pay SEC liquidated damages an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by SEC.

IV. Exclusion

1. Maintenance Agreement (MA) renewal subscription is not included in this Agreement.
2. Data recovery is not covered in this Agreement.

V. Payment Terms

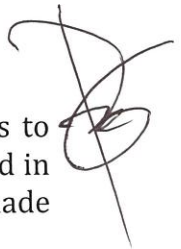
For materials and services rendered by INFOStorage under the terms hereof, the SEC shall pay the total amount of **Four Hundred Forty Thousand Pesos (Php440,000.00)**, inclusive of Value-Added Tax (VAT).

VI. Warranty

Warranty for both Components and Services is Thirty (30) Days upon Acceptance.

VII. Termination of Contract

SEC may terminate the contract when outside of force majeure, the INFOStorage fails to deliver or perform any or all of the materials and services within the period(s) specified in this Agreement, or within any extension thereof granted by SEC pursuant to a request made



by INFOStorage prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price.

SEC may terminate the contract when, as a result of force majeure, the INFOStorage is unable to deliver or perform any or all of the materials and services, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from SEC stating that the circumstance of force majeure is deemed to have ceased.

SEC shall terminate the contract when INFOStorage fails to perform any other obligation under this Agreement.

VIII. This Agreement shall in all respects, including its validity, construction, interpretation, enforcement, and termination, be subject to all applicable laws, rules and regulations of the Republic of the Philippines.


IN WITNESS WHEREOF, the parties have affixed their signatures herein below on the date and place first above mentioned and written.

SECURITIES AND EXCHANGE COMMISSION
TIN: 000-190-308-000


INFOSTORAGE CORPORATION
TIN: 202-651-032-000

Signing for, and in behalf of the
Chairperson

By:


OLIVER V. CHATO
Director, ICTD
TIN: 194-012-823-000

By:

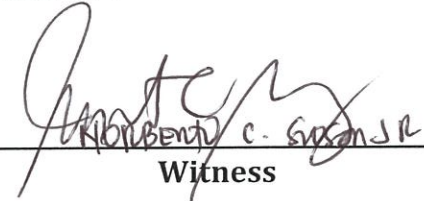

RUBEN O. MALACAS JR.
Account Manager
TIN: 313-193-042-000

SIGNED IN THE PRESENCE OF :

By:

Witness

By:



Witness

Certified Funds Availability:



ADELAIDA C. NAVARRO-BANARIA
Director, FMD

ACKNOWLEDGMENT

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

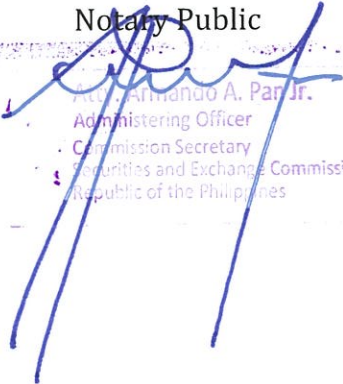
BEFORE ME, a Notary Public for and in the City of Pasay on this SEP 24 2020 day of September personally came and appeared the following; presenting competent evidence of identity, as follows:

<u>Name</u>	<u>Evidence of Identity</u>
OLIVER V. CHATO	TIN: 194-012-823-000
RUBEN O. MALACAS JR.	TIN: <u>313-193-042-000</u>

all known to me and to me known to be the same persons who executed this Agreement consisting of Five (5) including this page, where the acknowledgement is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as the entity/corporation they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first hereinabove written.

Doc No. _____
Page No. _____
Book No. _____
Series of 2020

Notary Public

 Notary Armando A. Pan Jr.
 Administering Officer
 Commission Secretary
 Securities and Exchange Commission
 Republic of the Philippines