

CONTRACT NO. 2021-03-06

KNOW ALL MEN BY THESE PRESENTS:

This Contract (the "Contract"), made and entered into this 15 day of March 2021 in Pasay City, Philippines, by and between:

THE SECURITIES AND EXCHANGE COMMISSION, herein referred to as "SEC", a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with its principal address at Secretariat Building, PICC Complex, Pasay City, herein represented by Information and Communications Technology Department Officer-in-Charge **OLIVER V. CHATO**, who is duly authorized to represent this transaction, herein referred to as "FIRST PARTY";

MR. MICHAEL R. GARCIA, Filipino of legal age, and a resident of #10 North Lawin Brgy. Philam, Quezon City, herein after referred to as "SECOND PARTY";

WITNESSETH, that

WHEREAS, the FIRST PARTY intended to rehire the SECOND PARTY as a Hiring of Highly Technical Consultant for i-CMEES in the Inception Phase;

WHEREAS, the SECOND PARTY has the necessary qualifications to deliver the services required by the FIRST PARTY, which offer was accepted by the latter;

NOW THEREFORE, and in view of the foregoing premises and in consideration of the mutual covenants and stipulations herein set forth, the parties agreed as follows:

I. SERVICES AND PRICING

1. For and in consideration of the compensation to be made by the FIRST PARTY, the SECOND PARTY shall fully and faithfully perform the following services and/or activities, viz:

A. Perform as Project Manager;

- 1) Comprehensive assessment on the existing application systems and determine the similar functionalities, distinction and integration aspect of each system;
- 2) Manage the activities cited in this TOR and in accordance with the TOR for i-CMEES;
- 3) Conduct of other requirements definition relevant in the procurement, development of the project based on project timeline and phases;
- 4) In a condition that initial phase of system development and implementation can be initiated by the winning bidder, ensure that all covered requirements are delivered/provided based in project phasing, Terms of Reference (TOR), Technical Specifications Requirement (TSR), and Functional Specification Design documents; and
- 5) Manage the Project Deliverables and Project Milestones including the duration of each milestone.

B. Conduct meetings or consultations with the concerned departments and offices for the following activities;

- 1) Clarification of the system requirements for the development of the i-CMEES and to incorporate related service level agreement;
- 2) Revalidate previously identified end-user requirements for potential inclusion into the system design and development of the i-CMEES;
- 3) Handle the coordinating activities with prospective bidders during the procurement period and the SEC offices/departments concerned if necessary; and
- 4) Submit monthly accomplishment reports for billing purposes in accordance with the existing accounting and auditing rules and regulations.

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2. For the above-mentioned work and services rendered, the following outputs shall be delivered:
- a. Evaluation Criteria to be used in the procurement process
 - b. Recommendation in the selection of winning bidder
 - c. End-users Acceptance Report if the system component based on Item 2
 - d. Project Requirements Progress Report
 - e. Minutes of meetings conducted with operating departments, ICTD and the SEC designated Project Team
 - f. Other reports as may be required from time to time.
3. Below is the matrix of phases for the deliverables and accomplishments

Phases	General Tasks/Activities	Estimated Duration
Elicitation (information gathering)	Conduct interviews, consultations, meetings Gather and examine relevant existing organizational documents, manuals, forms and reports Obtain information and feedback from potential suppliers including indicative costs, possible technical concerns and other relevant data	8 weeks
Validation (validate gathered information)	Consolidate, rationalize and revalidate gathered information Identify any gaps and overlaps Consult and clarify with potential suppliers and stakeholders	4 weeks
Specification (analyze and formally document)	Analyze as well as document and structure validated information for refinement/revision of TOR and assist in the accomplishment of pre-procurement requirements	8 weeks
Verification and Pre-procurement	Assist in having stakeholders review and approve any pertinent outputs from previous steps necessary for pre-procurement activities to proceed	4 weeks
Procurement and Next Steps (if previous steps are completed prior to HTC contract expiration)	Assist in procurement related activities Help coordinate with potential bidders and suppliers Assist in facilitating and managing next steps in the project life cycle	TBD

4. The FIRST PARTY shall pay the SECOND PARTY after the delivery at the end of each month the required deliverables NINETY THOUSAND PESOS (Php90,000.00) per month (inclusive of all government taxes).

Payment shall be processed and released upon the issuance of a certification from the Office of the Commissioner that services has been rendered.

II. CONFIDENTIALITY

The SECOND PARTY agrees to hold in confidence any non-public information received by him from the FIRST PARTY, or any of its employees during the course of this engagement and further agrees not to disclose such information to any third party unless (i) FIRST PARTY gives its prior written authorization, (ii) applicable laws require the SECOND PARTY to disclose or otherwise reveal such information, or (iii) such information subsequently becomes part of the public domain.

FIRST PARTY reserves its right of recourse, including termination of this Contract and the filling/undertaking of the necessary legal actions, against SECOND PARTY in the event of violation of this provision.

III. ACCOUNTABILITY

1. The SECOND PARTY shall have no right or authority to assume or represent the existence of any relation with the FIRST PARTY except in accordance with this Contract.
2. The FIRST PARTY shall provide the necessary office equipment, materials and supplies to the SECOND PARTY. Provided that, the SECOND PARTY shall be held responsible and accountable for the said properties.

Upon termination of this Contract for any cause, the SECOND PARTY binds himself to deliver in good order all records, documents, manuals, forms, books and papers and any and all materials and equipment furnished or placed in his custody by the FIRST PARTY in connection with this Contract, it being understood that the same belong exclusively to the FIRST PARTY.

The SECOND PARTY shall be held liable for the value above mentioned properties which are damaged or not otherwise returned to the FIRST PARTY upon termination of this Contract.

3. It is understood that at the end of the term, the SECOND PARTY shall properly turn over his work assignments and all documents acquired in the performance of his duties as Consultant to the FIRST PARTY. The said turn over shall be evidenced by an appropriate document, describing the nature and quantity of turned over materials, to be signed by the FIRST PARTY and SECOND PARTY or their authorized representative. Failure on the part of the SECOND PARTY to abide by this proper turn over provision shall be deemed a violation of this Contract, subject to the imposition of damages.

IV. EFFECTIVITY AND TERMINATION

1. This Contract shall be valid for a period of six (6) months from March 15, 2021 to September 14, 2021 unless sooner terminated by either of the parties.
2. This Contract shall automatically be terminated, without the need to further notice, at the end of the term as specified above and may be renewed upon mutual written agreement of both parties, but such renewal shall in no case extend six (6) months or exceed the term of the appointing Head of the Procuring Entity.
3. The FIRST PARTY may end the services of the SECOND PARTY or terminate this Contract prior to its expiration for any reason. The SECOND PARTY is entitled to be notified of the termination of his services and the termination shall be effective only after thirty (30) days from the personal receipt of the notice or through mail in the address stated above.

If the termination is due to breach of contract by the SECOND PARTY of any provision of this Contract, applicable damages shall apply.

The termination under this Article, shall only entitle the SECOND PARTY to the remaining amount corresponding to the actual services rendered up to the time of termination, without prejudice to applicable damages.

4. The SECOND PARTY may terminate this Contract or end his services, subject to submission of a written notice to the FIRST PARTY at least thirty (30) days prior to its effectivity.

Should the SECOND PARTY serve notice of termination, the FIRST PARTY may, at its sole discretion, waive or shorten the Notice Period or immediately accept the termination, in which case, the SECOND PARTY will not be entitled to any fees for the unserved days from the Notice Period.

V. MISCELLANEOUS PROVISIONS

1. It is expressly understood that there exists no employer-employee relationship between the herein parties, that the services rendered are not considered government service and that the SECOND PARTY is not entitled to benefits enjoyed by regular personnel of the FIRST PARTY.

2. The SECOND PARTY agrees and binds himself to protect and hold the FIRST PARTY free and harmless from any liability to third person for failure on the part of the SECOND PARTY to fulfill his obligations under and pursuant to this Contract.
3. This CONTRACT may be modified or revised through written agreement between the parties herein, citing the specific clause or items to be revised or modified and the corresponding amendments.
4. Failure on the part of the FIRST PARTY to exact or insist upon the strict compliance by SECOND PARTY of the terms and conditions of this Contract shall not constitute as a waiver of any of the rights of FIRST PARTY. No term or condition of this Contract shall likewise be deemed to have been relinquished or waived by the FIRST PARTY unless the waiver is in writing stating expressly that it is intended to modify or waive the effect of such item or condition.
5. Should any of the terms and conditions of this Contract be held invalid or declared contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.
6. The parties hereto agree that the venue of action for any cause or causes of action which may arise from this Contract shall be in the proper court of Pasay City, Philippines.

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

SECURITIES AND EXCHANGE COMMISSION

TIN No. 000-190-308-000

By:



OLIVER V. CHATO
ICTD Officer-in-Charge
TIN: 194-012-823-000

By:



MICHAEL R. GARCIA
Consultant
TIN: 193-161-315-000

SIGNED IN THE PRESENCE OF:

By:

By:

CERTIFIED FUNDS AVAILABLE:



ADELAIDA C. NAVARRO-BANARIA
FMD Director

ACKNOWLEDGEMENT

Republic of the Philippines)
Pasay City) S. S.

BEFORE ME, a Notary Public for and in the City of Pasay on this ___ day of _____ 2021, personally came and appeared the following and presenting competent evidence of identity, as follows:


Name	Evidence of Identity
OLIVER V. CHATO	TIN: 194-012-823-000

all known to me and to me known to be the same persons who executed this Contract, consisting of four (4) pages, 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,

Notary Public

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Page No. ____
Book No. ____
Series of 2021


Atty. JASMINE CHARO L. GALAYCAY-ATIENZA
Administering Officer
Asst. Commission Secretary
Securities and Exchange Commission
Republic of the Philippines

ACKNOWLEDGEMENT

Republic of the Philippines)
Pasay City) S. S.

QUEZON CITY

QUEZON CITY

15 MAR 2021

BEFORE ME, a Notary Public for and in the City of Pasay on this ___ day of _____ 2021, personally came and appeared the following and presenting competent evidence of identity, as follows:

Name	Evidence of Identity
MICHAEL R. GARCIA	TIN: 193-161-315-000

all known to me and to me known to be the same persons who executed this Contract, consisting of four (4) pages, 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,

Notary Public

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Book No. 112
Series of 2021

ABY. HERCULES P. GUZMAN
 Notary Public for and in Quezon City, Metro Manila }
 Until Dec. 31, 2021, Quezon City
 PTR No. 0686242; 01-05-2021, Quezon City
 MCLE Exemption VI No. 100278, exp. on Apr. 14, 2022
 IBP No. AR48096148 01-05-2021, Quezon City
 Admin Np. NP-135 (2020-2021) Roll Np. 32720
 Jurisdiction Quezon City
 118A Luna St., Project 4, Quezon City