

CONTRACT AGREEMENT NO. 2022-3-014

VARIOUS SUBSCRIPTION TO DIGITAL LEARNING

KNOW ALL MEN BY THESE PRESENTS:

MAR 29 2022

This Subscription Contract made and entered into this ____ day of ____ 2022 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, Philippine cv International Convention Center, Pasay City, represented herein by **FILBERT CATALINO F. FLORES III**, Director of Haman Resource and Administrative Department duly authorized to sign this contract under SEC Office Order No. 270 series of 2019, copy of which is hereto attached as annex "A", hereinafter referred to as the "**SEC**";

and

YNZAL MARKETING CORPORATION (YNZAL) corporation duly organized and existing by a virtue of the laws of the Republic of the Philippines with office address at 20 Scout Limbaga St., Quezon City represented herein by **HAIDEE S. VILLARUBIA** hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

WHEREAS, the SEC Bids and Awards Committee (BAC) posted the Request for Quotation (RFQ) No. 2022-SVP-06 for **Various Subscription to Digital Learning** at PhilGEPS and SEC websites and in the SEC Bid Bulletin Boards.;

WHEREAS, the bid of **YNZAL** for Item no. 4, Annual Digital Subscription for Learning and Development - Online Question And Answer, Polling Platform, in the amount of Eighty Thousand Five Hundred Pesos (Php 80,500.00) was declared by the BAC as the Lowest Calculated and Responsive Bid for the project.

WHEREAS, pursuant to Section 37 and 39 of the 2016 Revised Implementing Rules and Regulation of Republic Act No. 9184, the Notice of Award was issued to **YNZAL** last March 23, 2022;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. **SCOPE OF SERVICES.** Supplier shall provide above-mentioned items in the project.



2. **PERIOD OF DELIVERY:** Supplier shall deliver the provide above-mentioned items thirty (30) calendar days upon receipt of approved PO/NTP.
3. **CONTRACT PRICE AND TERMS OF PAYMENT:** SEC shall pay the Supplier the amount of **Eighty Thousand Five Hundred Pesos Only (Php 80,500.00)** inclusive of taxes, within thirty (30) calendar days from the date of full delivery, inspection, and acceptance by SEC.
4. **RENEWAL OF SUBSCRIPTION:** SEC reserves the right to renew the subscription with the Supplier, upon negotiations between the parties and subject to the satisfactory render of service by the Supplier.
5. **INDEMNIFICATION:** The Supplier shall have no indemnity obligation for claims of infringement to the extent resulting or alleged to result from (i) any combination, operation, or use of the Licensed software with any programs or equipment not supplied by the Supplier; (ii) any modification of the Licensed Software by a party other than the Supplier; and (iii) Licensee's failure, within a reasonable time frame, to implement any replacement or modification of Licensed Software provided by the Supplier.
6. **TERM OF CONTRACT AND TERMINATION:** This Contract is effective for a period of one year until terminated by either party upon 30-day notice on the following grounds:
 - 6.1 If a party breaches any of the provisions of this Contact;
 - 6.2 If a law or order, regulation or administrative policies having the force of law is duly issued by the National Government or its instrumentalities which prohibit the use or appointment of contracting parties or agents within the territorial boundary of the country where this contract is in effect.
7. **GENERAL CONDITIONS:**
 - 7.1 All deliveries/undertaking shall be subjected to inspection by SEC.
 - 7.2 Any amendment, modification, or alteration to this Contract shall be in writing and signed by both parties.
 - 7.3 In the event of any dispute arising out or related to this Contract, the same shall be settled amicably by mutual consultation between the parties. However, in case the parties still fail to settle their dispute, the parties agree to bring the same exclusively before the court of proper jurisdiction in the City of San Juan.
 - 7.4 No failure, omission, or delay by any of the parties in exercising any of its rights, privileges, or remedies hereunder or under any statute shall operate as a waiver thereof. Any waiver, however, shall not be valid unless made in writing and signed by the parties or their authorized representative, and such waiver shall be effective only in the specific instance and the purpose for which it was giver.
 - 7.5 This Contract contains all covenants, stipulations and provisions agreed to 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.

IN WITNESS WHEREOF, the parties 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 & EXCHANGE
AND COMMISSION ("SEC")**
T.I.N.: 000-190-308-000

**YNZAL MARKETING CORPORATION
("SUPPLIER")**
T.I.N.: 213-167-323-000

Signing for, and on Behalf of the Chairperson;

By:


FILBERT CATALINO F. FLORES 
Director, IRAD
TIN: 154-425-785-000

By:


HAIDEE S. VILLARUBIA
Authorized Representative
TIN: 740-079-006-000

Signed in the Presence of Witnesses



WITNESS


Mary Ann Soriano

WITNESS

Certified Funds Available:


DONDIE ESGUERRA
Director, FMD 

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES}
_____QUEZON CITY CITY } S.S.

BEFORE ME, This MAR 29 2022 day of _____ 2022 personally appeared the following:

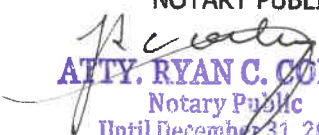
HAIDEE S. VILLARUBIA

TIN: 749-079-006-000

known to me and to me known to be the same persons who executed this instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the government agency and corporation which they respectively represent.

I further certify that this instrument refers to a Contract Agreement for the **Various Subscription to Digital Learning** and all its Annexes and sealed with my notarial seal.

Doc. No. 01
Page No. 02
Book No. LX-D
Series of 2022

NOTARY PUBLIC

ATTY. RYAN C. CORTEZ
Notary Public
Until December 31, 2022
PTR No. 2564877, 01/27/2022 QC
IBP No. 178355/02/15/2022
Admin Matter No. MP-071
Roll No. 72112
MCLE Comp. No. VI-0030668

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }
_____ CITY } S.S.

BEFORE ME, This _____ day of _____ 2022 personally appeared the following:

FILBERT CATALINO F. FLORES III


TIN: 154-426-785-000

known to me and to me known to be the same persons who executed this instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the government agency and corporation which they respectively represent.

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NOTARY PUBLIC

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Page No. _____
Book No. _____
Series of 2022


Atty. Jenny Lou Decano
Administering Officer
SEC, Securities Counsel II
Securities and Exchange Commission
Republic of the Philippines