

SERVICE MAINTENANCE AGREEMENT

20 MAY 2022

This Agreement entered into this ____ day of ____ 2022 at Pasay City, by and between:

SECURITIES AND EXCHANGE COMMISSION, a government agency created by virtue of Commonwealth Act No. 83 as amended, with office address at Secretariat Building, Philippine International Convention Center, Pasay City represented herein by OLIVER V. CHATO, OIC-Director of the Information and Communications Technology Department, duly authorized to sign this Agreement under SEC Resolution No. 270, series of 2019 copy of which is hereto attached and, marked as Annex "A", hereinafter referred to as the "SEC";

-AND-

MICROIMAGING SALES AND SERVICES, INC., a domestic corporation duly organized and existing under the laws of the Philippines, with principal office address at 7490 M. Santillan Street, Pio Del Pilar, Makati City, herein represented by its Director for Operations, MARTIN JEREMY U. CASTRO duly authorized to sign this contract as indicated in the secretary's certificate dated _____, 2021 copy of which is hereto attached as annex "B" hereinafter referred to as "MSSI";

WHEREAS, the SEC Bids and Awards Committee (BAC) conducted a public bidding for the project, Maintenance of 2 Units Kodak (i860) Document Scanner for a Period of One (1) Year with an Approved Budget for the Contract of Php 1,500,000.00 which was posted on March 1, 2022 at PhilGEPS and SEC websites and in the SEC Bid Bulletin Boards continuously for at least seven (7) days;

WHEREAS, the bid of MSSI in the amount of One Million Four Hundred Sixty Five Thousand Pesos (Php 1,465,000.00), VAT inclusive, was declared as the Single Calculated Bid and Responsive Bid;

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 MSSI last April 25, 2022

WHEREAS, on May 2, 2022, MSSI submitted its Performance Security in the form of Performance Bond issued by Intrastrata Assurance Corporation in the amount of Four Hundred Thirty-Nine Thousand Five Hundred Pesos (Php439,500.00);

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

- 1. In this Agreement, the words and expressions shall have the same meaning as are respectively assigned to them in the General and Special Conditions of this Contract.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:

Table with 3 columns: Annex, Description of Documents, No. of Pages. Rows include C (SEC Bidding Document), D (Bidder's Eligibility/Technical Documents), E (Bidder's Financial Proposal), G (General Conditions of Contract), H (Special Conditions of Contract), I (Notice of Award), and J (Performance Security).

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3. The Contract shall have a term of **one (1) year** effective SEP 15 2022 to SEP 14 2023;
4. In consideration of the payments to be made by SEC, MSSSI hereby covenants with SEC for the **Maintenance of 2 Units Kodak (i860) Document Scanner for a Period of One (1) Year** in conformity in all respects with the provisions of this Agreement.
5. The SEC hereby agrees to pay the MSSSI the amount of **One Million Four Hundred Sixty-Five Thousand Pesos (Php 1,465,000.00), inclusive of VAT** in consideration of its performance for the Maintenance of Microfilm Scanner Machines, Microfilm Printer Machines for a Period of One (1) Year under the provisions of this Agreement at the times and in the manner prescribed herein.
6. If before the expiration of this Contract, a successor-service provider shall not have been selected and qualified, the SEC, as its interest may require, may extend the same, on a month-to month basis, for a period not exceeding one (1) year, until such time that a successor-service provider shall have been selected and qualified pursuant to the appropriate procurement process;
7. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the City of Pasay shall be the sole venue and jurisdiction for the filing of such action.
8. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
9. In carrying out provisions of this Agreement, there shall be no personal liability on the officials and employees of the SEC, it being understood that in such matters they act as agents and representatives of the SEC. Any right of action by MSSSI against any official or employees of the SEC is waived.
10. Any amendment to, or modification of this Agreement will not be effective and binding unless reduced in writing and signed by the authorized representative of the parties.
11. MSSSI shall not assign or otherwise transfer its obligation under this Agreement without the prior written consent of the SEC.
12. This Agreement may be terminated by either party upon written notice served on the other party at least thirty (30) days prior to the intended date of termination.

The foregoing notwithstanding, a party may terminate this Agreement, with the immediate effect upon receipt of the notice of termination, on the ground of:

- (a) Breach by the other party of its obligation herein, or
- (b) Insolvency

Any termination effected under this provision shall be without prejudice to other remedies available to the party who is not in breach under applicable rules

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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 000-190-308-000

**MICROIMAGING SALES AND
SERVICES, INC.**

TIN 005-339-584-000

X

Signing for and on Behalf of the Chairperson by: By:



OLIVER V. CHATO
ICTD-OIC Director
TIN:



MARTIN JEREMY U. CASTRO
Director for Operations
TIN: 236-060-480

SIGNED IN THE PRESENCE OF:



NOEL B. ARA
ICTD-End User Representative



CLAUDINE C. CASTAÑEDA
National Sales Manager-MSSI

Certified Funds Available



DONDIE Q. ESGUERRA
Director-Financial Management Department

ACKNOWLEDGEMENT

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

BEFORE ME, 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	ID TYPE	NUMBER	DATE ISSUED	PLACE ISSUED
OLIVER V. CHATO	TIN	194-012-823		
NOEL B. ARA	TIN	157-002-136		

all known to me and to me known to be the same persons who executed this Agreement consisting of Six (6) 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

Doc. No. _____
Page No. _____
Book No. _____
Series of 2021 _____


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

ACKNOWLEDGEMENT

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

20 MAY 2022

BEFORE ME, 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	ID TYPE	NUMBER	DATE ISSUED	PLACE ISSUED
MARTIN JEREMY U. CASTRO	TIN	236-060-480		
CLAUDINE C. CASTANEDA				

all known to me and to me known to be the same persons who executed this Agreement consisting of Six (6) 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

Doc. No. 252
Page No. 71
Book No. 174
Series of 2022

ATTY. DWIGHT M. GALARRITA
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2022
MCLC COMPLIANCE NO VI-0021190
2ND FLOOR ALPHA LAND TOWER MAKATI CITY
ROLL OF ATTORNEYS NO. 5451
APPOINTMENT NO. M-264 | MAKATI CITY