

CONTRACT AGREEMENT FORM No. 2022-03-32

SUBSCRIPTION TO ON-LINE DOCUMENTS RETRIEVAL SYSTEM

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this _____ day of June, 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, PICC Complex, Pasay City, represented herein by **Dir. OLIVER V. CHATO** of the Information and Communications Technology Department, duly authorized to sign contract under SEC Office Order No. 270, Series of 2019, a copy of which is hereto attached as Annex "A", hereinafter referred to as the "**SEC**";

-AND-

SVI SOFTWARE SERVICES CORPORATION, a domestic corporation duly registered and existing under the laws of the Philippines, with principal office address at the 22nd Floor of Antel Global Corporate Center, #3 Doña Julia Vargas Avenue, Ortigas Center, Pasig City herein represented by its Executive Vice President, **JAE M. GUANIO**, duly authorized to sign this contract as indicated in the Authority of Signatory dated March 3, 2022, a copy of which is hereto attached as Annex "B", hereinafter referred to as "**SVI**";

WITNESSETH:

WHEREAS, the SEC Bids and Awards Committee (BAC) conducted public bidding for the project, **Subscription to Alternative Online Document Retrieval System** with an Approved Budget for the Contract of Five Million Five Hundred Thousand Pesos (Php 5,500,000.00), which was posted on February 10, 2022 at PhilGEPS and SEC websites and in the SEC Bid Bulletin Boards continuously for at least seven (7) days;

WHEREAS, the bid of **SVI** in the amount of **Five Million Five Hundred Thousand Pesos (Php 5,500,000.00)** inclusive of VAT was declared as the Single 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 **SVI** last May 30, 2022;

WHEREAS, on June 6, 2022, **SVI** posted its duly notarized Performance Securing Declaration;

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:

<u>Annex</u>	<u>Description of Documents</u>	<u>No. of Pages</u>
C	SEC Bidding Document	58
D	Bidder's Eligibility/Technical Documents	114
E	Bidder's Financial Proposal	8
F	Supplemental Bid Bulletin No. 1	1
G	General Conditions of Contract	3
H	Special Conditions of Contract	4
I	BAC Resolution No. 2022-062	1
J	Notice of Award	1
K	Performance Securing Declaration	1

3. The Contract of Lease shall have a term of **One (1) year** commencing on AUG 09 2022.
4. In consideration of the payments to be made by SEC, **SVI** hereby covenants with SEC for the **Subscription to Alternative Online Document Retrieval System** in conformity in all respects with the provisions of this Agreement.
5. The SEC hereby agrees to pay the **SVI** the amount of **Five Million Five Hundred Thousand Pesos (Php 5,500,000.00) inclusive of VAT** in consideration of its performance for the **Subscription to Alternative Online Document Retrieval System** 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 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 is being understood that in such matters they act as agents and representatives of the SEC. Any right of action by **SVI** 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. **SVI** 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**

**SVI SOFTWARE SERVICES
CORPORATION
TIN: 214-834-905-000**

Signing for, and in Behalf of the Chairperson
By:


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

By:



JAE M. GUANIO
Executive Vice President
TIN: 174-862-794-0000

SIGNED IN THE PRESENCE OF:

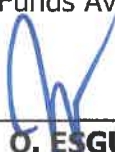
By:


NOEL B. ARA
Witness

By:


LUIGI G. LIM
Witness

Certified Funds Available:


DONDIE O. ESGUERRA
Director, FMD

ACKNOWLEDGEMENT

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

JUL 20 2022

BEFORE ME, a Notary Public for and in the City of PASAY on this _____ day of _____ 2022, 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 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.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022 _____


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



ACKNOWLEDGEMENT

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

MANDALUYONG CITY JUN 23 2022

BEFORE ME, a Notary Public for and in the City of PASAY on this _____ day of _____ 2022, personally came and appeared the following; and presenting competent evidence of identity, as follows:

Name

Evidence of Identity

JAE M. GUANIO

TIN: 174-862-794-0000

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. 357
Page No. 73
Book No. 49
Series of 2022

ATTY. JAMES W. ABUGAN
Notary Public
Appt. No. 0442-21
Until Dec. 31, 2022
IBP No. 175123 01/06/2022 Rizal Chapter
Roll No. 26890 Lifetime
MCLE No. VI-0012875 Until 4/14/2022
TIN No. 116-239-956
PTR No. 4871351 / 01-06-2022
Tel. No. 02-85452321
Mandaluyong City