

**CONTRACT AGREEMENT NO. 2022-3-48**

**SUBSCRIPTION TO VOICE OVER INTERNET SOLUTION FOR ONE (1) YEAR**

KNOW ALL MEN BY THESE PRESENTS:

This Subscription Contract made and entered into this 7<sup>th</sup> day of October 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 7907 Makati Ave., Salcedo Village, Brgy., Bel-Air, Makati City, represented herein by **OLIVER V. CHATO**, Director of Information & Communication Technology 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

**TELNOVO COMMUNICATION, INC.** corporation duly organized and existing by a virtue of the laws of the Republic of the Philippines with office address at Level 10-1 Fort Legend Tower, 31<sup>st</sup> St., & 3<sup>rd</sup> Ave., Bonifacio Global City Taguig represented herein by **MIGUEL CARMELO P. MENDOZA** hereinafter referred to as the "**SUPPLIER**";

**WITNESSETH:**

**WHEREAS**, the SEC Bids and Awards Committee (BAC) posted the Request for Quotation (RFQ) No. 2022-SVP-56 (Re-posting) for **Subscription to Voice Internet Solution for one (1) year** at PhilGEPS and SEC websites and in the SEC Bid Bulletin Boards.;

**WHEREAS**, the bid of **TELNOVO COMMUNICATION, INC.**, in the amount of Nine Hundred Seventy-Four Thousand Eight Hundred Ninety-Six and 16/100 (Php 974,896.16) 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 **TELNOVO COMMUNICATION, INC.**, last September 28, 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 **Nine Hundred Seventy-Four Thousand Eight Hundred Ninety-Six and 16/100 (Php 974,896.16)** 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.



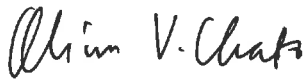
IN WITNESS WHEREOF, the parties have caused this contract to be executed in accordance with laws of the Republic of the Philippines on the day and year first above written.

**SECURITIES & EXCHANGE  
AND COMMISSION ("SEC")**  
T.I.N.: 000-190-308-000

**TELNOVO COMMUNICATION, INC.**  
("SUPPLIER")  
T.I.N.: 008-654-219-000

Signing for, and on Behalf of the Chairperson;

By:

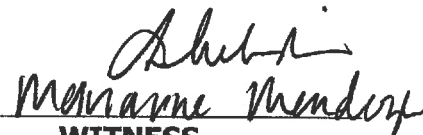
  
**OLIVER V. CHATO**  
Director, ICTD  
TIN:194-012-823-000

By:

  
**MIGUEL CARMELO P. MENDOZA**  
Authorized Representative  
TIN: 210-931-754-000

Signed in the Presence of Witnesses

  
\_\_\_\_\_  
**WITNESS**

  
\_\_\_\_\_  
**WITNESS**

Certified Funds Available:

  
**DONDIE ESGUERRA**  
Director, FMD ✓

ACKNOWLEDGEMENT

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

BEFORE ME, This 03 day of OCTOBER 2022 personally appeared the following:

  
**MIGUEL CARMELO P. MENDOZA**

**TIN: 210-931-754-000**

*AMID CARD - 0111 - 9686529 - 7*

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 **Subscriptions to Voice over Internet Solution for one (1) year** and all its Annexes and sealed with my notarial seal.

NOTARY PUBLIC

Doc. No. 479  
Page No. 97  
Book No. I  
Series of 2022



**LESTER A. FLORES**  
Notary Public for Calamba, Calauan,  
Bay and Los Baños, Province of Laguna  
Unit 1, The Junction Strip Mall, Carmelray  
Industrial Park I, Canlubang, Calamba  
MCLE-VI Compliance Cert. No. VI-0030125  
PTR No. 7911329 Calamba City 01/26/22  
IBP Lifetime Member, Roli No. 02797  
Roll of Attorney's Number 44058  
Notarial Commission No. 30-2021-C  
Valid until 31 December 2022

*1800HH*

ACKNOWLEDGEMENT

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

BEFORE ME, This OCT 07 2022 day of \_\_\_\_\_ 2022 personally appeared the following:

**OLIVER V. CHATO**

**TIN: 194-012-823-000**

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