



REPUBLIKA NG PILIPINAS  
 TANGGAPAN NG PANGULO  
 Pangasiwaan Sa Pagpapaunlad Ng Kalakhang Maynila  
 (Metropolitan Manila Development Authority)  
 CONTRACT OF PRODUCT SALES AND SERVICES



C2018- 183

KNOW ALL MEN BY THESE PRESENTS

THIS CONTRACT, is made and entered by and between:

The **METROPOLITAN MANILA DEVELOPMENT AUTHORITY**, with office address at Orense St., Guadalupe Nuevo, Makati City, represented herein by, **DANILO DELAPUZ LIM**, in his capacity as Chairman, hereinafter referred to as the **AUTHORITY**;

-and-

**TELCOM LIVE CONTENT, INC.**, a corporation duly registered in accordance with law, with office address at Unit 1204 Summit One Tower 530 Shaw Boulevard 1552 Mandaluyong City, represented by its Executive Director, **MR. DENNIS G. BAGUYO**, and, and hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH

WHEREAS, the **AUTHORITY** published a Request for Expression of Interest and to Apply for Eligibility and to Bid Invitation for Supply And Delivery Of One (1) Lot ICT Equipment / Software For The Computerization Of The Payroll System With Integration To The Monitoring System And Personnel Information System under Purchase Request No. 18-05-503.

WHEREAS, the **AUTHORITY** after the evaluation and post-qualification assessment, the Bid submitted by the **CONTRACTOR** was found to be the Single Rated Responsive Bid in the amount of **Forty Four Million Seven Hundred Fifty Nine Thousand One Hundred Forty Seven Pesos and Eighty Centavos (PhP44,759,147.80)**, hereinafter referred to as the **Contract Price**;

NOW, **THEREFORE**, in consideration of the foregoing, the **AUTHORITY** and the **CONTRACTOR** hereby agree on the following terms and conditions:

1. **PURPOSE OF AGREEMENT**

This Agreement sets forth the terms and conditions under which the **CONTRACTOR** shall provide the deliverables to the **MMDA** and perform such other services and duties set out in this Agreement.

*Dennis G. Baguyo*  
**DENNIS G. BAGUYO**  
 Executive Director  
 TELCOM LIVE CONTENT, INC.

*DaniLO D. Lim*  
**DANILO D. LIM**  
 Chairman  
 Metropolitan Manila Development Authority

*Dennis G. Baguyo*  
DENNIS G. BAGUYO

Executive Director

TELKOM LIVE CONTENT, INC.

## 2. DOCUMENTS AS INCORPORATED

The following documents shall be deemed to form and be read and construed as part of this Contract;

- a. Consultant's Technical and Financial proposals,
- b. Terms of Reference
- c. Performance Bond

## 3. SCOPE OF SERVICES

The REQUIREMENTS and RELATED SERVICES to be provided are specified in the following *Annexes* hereto attached and made an integral part hereof:

*ANNEX 'A':* Compensation and Schedule of Payment  
*ANNEX 'B':* Schedule of Requirements/Services

## 4. REVISIONS, MODIFICATIONS AND CHANGES TO THE SCOPE OF SERVICES

In the event MM DA shall decide to revise, modify and/or change the services rendered or to be rendered by the CONTRACTOR, which would result into a major deviation from the original scope of services as defined under this agreement, the MMDA must notify the CONTRACTOR and submit a **Scope of Change Request Form** to the CONTRACTOR, which shall describe the terms of the Scope of Services to be affected. If such proposal is approved by the CONTRACTOR, the parties shall execute an addendum or change order applicable to such Scope of Services and incorporate such proposal and any corresponding compensation into such Scope of Services.

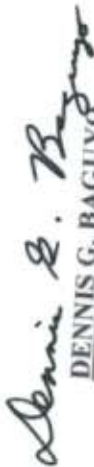
## 5. COMPENSATION

The AUTHORITY hereby agrees to pay the CONTRACTOR the sum of **Forty Four Million Seven Hundred Fifty Nine Thousand One Hundred Forty Seven Pesos and Eighty Centavos (PhP44,759,147.80)** for the Supply And Delivery Of One (1) Lot Ict Equipment / Software For The Computerization Of The Payroll System With Integration To The Monitoring System And Personnel Information System in accordance with the rate schedule attached hereto as *ANNEX "A"* under the heading "**Compensation**". The fees shall be paid within fifteen (15) days after receipt of invoice, which is to be issued according to the schedule of payment, provided in *ANNEX "A"*.

*DaniLO D. LIM*  
DANILO D. LIM

Chairman

Metropolitan Manila Development Authority

  
**DENNIS G. BAGUYO**  
Executive Director  
TELCOM LIVE CONTENT, INC.

## 6. WARRANTY

A warranty security shall be required from the **CONTRACTOR** as provided under Sec. 62 of R.A. No. 9184, Sec. 62.1 of the Revised I.R.R. and in compliance with Sec. 62 of Government Procurement Policy Board Resolution No. 03-2009, dated 22 July 2009, which shall be for a period of one (1) year after acceptance by the **AUTHORITY**.

In order to assure that manufacturing defects shall be corrected, a warranty is required of the **CONTRACTOR** for ONE (1) year for spare parts and after sales support for the next two (2) years.

The MMDA shall promptly notify the **CONTRACTOR** in writing of any claims arising under this warranty.

## 7. DURATION


The **CONTRACTOR** commits to complete and turn over the project within One Hundred Eighty (180) days upon signing of contract. It is understood that the timely completion of the project would also depend on the timely cooperation of the **AUTHORITY** on any item which the same undertakes to do under this Contract, or is expected to do under the circumstances. The duration may be adjusted accordingly if the **CONTRACTOR** fails to complete the works due to **AUTHORITY'S** act or omission resulting to delay in providing the **CONTRACTOR** with the required and/or necessary assistance/cooperation/action as herein defined.

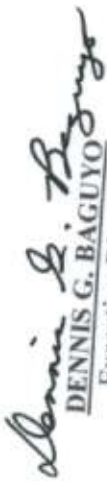
## 8. DELAY IN COMPLIANCE AND TERMINATION

If the **CONTRACTOR** is unable to implement the project for reasons beyond its control or remedies due to *Force Majeure*, it shall immediately and officially inform the **AUTHORITY** in writing so that appropriate action can be decided upon with regard to the contractual work. The **AUTHORITY**, as the condition warrants, may consider the termination of this Contract.

If the **CONTRACTOR** fails to deliver any or all of the services within the period specified in this Contract, the **AUTHORITY**, without prejudice to its other remedies under this Contract and under applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent (1/10 of 1%) of the price of the unperformed portion of the services for each day of delay based on the approved contract schedule up to a maximum deduction of the ten percent (10%) of the Contract Price. Once the maximum is reached, the **AUTHORITY** shall consider termination of this Contract; and

The **AUTHORITY** shall impose an administrative penalty of suspension of one (1) year against the **CONTRACTOR** from participating in the public bidding to be conducted by the former due to the latter's fault causing the termination of the Contract in accordance with Section 69.1, Rule XXIII of RA 9184.

  
**DANILO D. LIM**  
Chairman  
Metropolitan Manila Development Authority

  
**DENNIS G. BAGUYO**  
Executive Director  
TELCOM LIVE CONTENT, INC.

**9. CONFIDENTIALITY**

Both parties must recognize that in the course of the performance of its obligation under this Contract, certain confidential information is received from the other which is not ordinarily available to the public. Confidential information as used in this Contract shall mean all written information given in confidence by a party to the other, whether electronic or other form, including but not limited to reports, analyses or other documents or records prepared by the concerned party; provided however, that "Confidential Information" shall not include information which the other party can prove was already in their possession prior to the disclosure hereunder, as evidenced by written records, and is not subject to an obligation of confidentiality; was obtained from a third party prior to or subsequent to disclosure hereunder who is not in violation of any obligation of confidentiality on non-disclosure in making such disclosure; was in the public domain subsequent to disclosure by the party, other than by or through the other party or its directors, officers, or employees; or was subsequently declassified as no longer confidential by the concerned party.

In view thereof, both parties agreed to keep confidential and secret the Confidential Information given to it by the other and the same shall not be disclosed to third parties without the prior written approval of the concerned party.

The provisions of this section shall survive the termination of this Contract.

**10. ASSIGNMENT OF RIGHTS**

The **CONTRACTOR** shall not assign its rights or obligations under this Contract in whole or in part, except with the **AUTHORITY'S** prior written consent.

**11. WAIVER**

No forbearance, delay or indulgence by either party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to the party and each such right, power or remedy shall be cumulative.

**12. ENTIRE AGREEMENT**

This Contract embodies all understanding of the parties and supersedes all prior discussions and in writing with respect to the subject matters hereof. No modifications or alteration of this Contract shall be effective unless made in writing and signed by the parties.

  
**DANILO D. LIM**  
Chairman  
Metropolitan Manila Development Authority

**13. SEVERABILITY**

The invalidity or unenforceability of any provision of this Contract shall not be deemed to alter the validity or enforceability of any other provision thereof.

**14. VENUE**

Any dispute in connection with the implementation of this Contract howsoever arising between the parties shall in the first instance be resolved if possible by amicable negotiations done in good faith. However, in case of any legal action, suit or proceeding in relation with this Contract, the same shall be instituted in the competent court of Makati City to the exclusions of others.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of 14 SEP 2018, 2018, at QUEZON CITY Makati City, Metro Manila.

**TELCOM LIVE CONTENT, INC.**

**METROPOLITAN MANILA  
DEVELOPMENT AUTHORITY**

Represented by:

Represented by:

*Dennis G. Baguyo*  
**DENNIS G. BAGUYO**

*Daniilo Delapuz Lim*  
**DANILO DELAPUZ LIM**

Director

Chairman

T.I.N. No. 257-619-309-000

T.I.N. No. \_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

*[Signature]*  
\_\_\_\_\_  
Printed name and signature

*[Signature]*  
\_\_\_\_\_  
Printed name and signature

ACKNOWLEDGMENT

Republic of the Philippines)

**QUEZON CITY**  
Makati

) S.S.

BEFORE ME, a notary public for and in above jurisdiction, on this 14 day of SEP 2018, 2018 personally appeared **DANILO DELAPUZ LIM**, Chairman of **METROPOLITAN MANILA DEVELOPMENT AUTHORITY (MMDA)** and **DENNIS G. BAGUYO**, Director, **TELCOM LIVE CONTENT, INC.**, with their Tax Identification No., known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary **ACT** and **DEED**, and of the entities they represent.

WITNESS MY HAND AND SEAL, on the date and place first above written.

Notary Public

*B. F. Alfonso*  
**ATTY. BENJAMIN F. ALFONSO**  
**NOTARY PUBLIC**

Until December 31, 2018  
PTR No. 3806846-01-03-2018

IBP NO. 1038379-01-03-2018

ADM NO. 046-01/03/2018

Roll No. 13296

TIN No. 177-967-619

MOLE Compliance No. V-0013824

34 Asset St. GSIS Village Q.C.

Doc. No. 481

Page No. 114

Book No. 28

Series of 2018.