



Republic of the Philippines
Department of Labor and Employment
NATIONAL LABOR RELATIONS COMMISSION
Quezon City



Certificate Number: AJA15-0048

**Contract for the Procurement of NLRC Cloud Services
Subscription, Web Hosting with Back-up Server and
Maintenance Requirements CY 2020**

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT made and entered into on the 31st day of JANUARY 2020 in QUEZON CITY, Philippines, by and between:

NATIONAL LABOR RELATIONS COMMISSION with address Ben-lor I.T. Center, 1184, Quezon Avenue, Quezon City herein represented by **HON. GERARDO C. NOGRALES**, Chairman, NLRC, and hereinafter referred to as the "Procuring Entity",

-and-

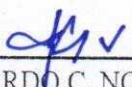
MOODLEARNING, INC. with address at 3rd Floor, National Engineering Center, University of the Philippines, Diliman, Quezon City, herein represented by its President, **MS. HELEN FABRERO SY**, and hereinafter referred to as the "Bidder".

WITNESSETH THAT:

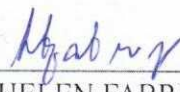
WHEREAS, the Procuring Entity, as part of its mandate to provide modes of settling labor and management disputes, seeks the services of a competent Information and Communication Technology Bidder to provide a Managed Cloud and Web Hosting environment complete with back-up and maintenance services to host its website and web-enabled systems for the public services;

WHEREAS, the Procuring Entity invited Bids for the **Procurement of Cloud Services Subscription, Web Hosting with Back-up Server and Maintenance Requirements CY 2020** with an Approved Budget for the Contract (ABC) in the sum of **TWO MILLION AND FOUR HUNDRED THOUSAND PESOS (Php 2,400,000.00)** inclusive of twelve percent (12%) Valued-Added Tax and other applicable Philippine government taxes;

WHEREAS, the Bidder, after having represented and warranted itself as capable, competent and duly licensed to undertake the service contract for the Services submitted the highest rated and responsive bid in a Public Bidding conducted by the Bids and Awards Committee in the total amount of **ONE MILLION SEVEN HUNDRED THOUSAND PESOS (Php 1,700,000.00)**;



GERARDO C. NOGRALES
Chairman, NLRC



HELEN FABRERO SY
President, Moodlelearning, Inc.

Ben-Lor Building, 1184 Quezon Avenue, Quezon City
website: www.nlrc.dole.gov.ph email address: nlrcmis@yahoo.com

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual covenant stipulated hereinafter provided, the parties hereby agree as follows:

ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

The following documents are made part of this Contract as though fully written out and set forth herein insofar as they are consistent with the terms thereof:

- (a) Bidding Documents;
- (b) Winning bidder's bid, including the Technical and Financial Proposal, and all other documents/statements submitted by the Supplier;
- (c) Technical Specifications and Terms of Reference;
- (d) General Conditions of the Contract (GCC);
- (e) Special Conditions of the Contract (SCC);
- (f) NLRC Bids and Awards Committee (BAC) Resolution No. 19-01, Series of 20 19;
- (g) Procuring Entity's Notice of Award;
- (h) Procuring Entity's Notice to Proceed; and
- (i) Performance Security.

The documents mentioned above shall be collectively referred to as "Contract Documents".

In the event that there is any discrepancy or inconsistency between the provisions of this Contract and the Contract Documents mentioned above, the former shall govern. Should there be any discrepancies or inconsistencies among the Contract Documents, the document with the latest date shall prevail.


ARTICLE II SCOPE OF SERVICES

The NLRC Cloud Service is a centralized, internet-accessed, detached data repository that would store and host websites, application systems, and their data owned by the NLRC and its regional arbitration branches, such as the NLRC Portal (nlrc.dole.gov.ph), e-Case Tracking System (eCTS), Public Service Facility (PSF), and other network resources that should be made available.

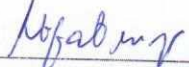
The NLRC Web Portal is a common hub on the internet for relevant information about the agency's functions and services that is readily accessible by the public.

The following are the major components and scope of services, to wit:

- A. Project Description: NLRC Cloud Services Subscription, Web Hosting with Back-up Server and Maintenance**



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Digitization of the Agency's processes from the Single-Entry Approach (SEADO), compulsory arbitration (Labor Arbiter), and resolution of appealed cases (Commissioner) nationwide requires capacity, connectivity, and speed in the operation of all its applications and systems. To extend its information and services to the public, a central database and server is required to be kept active and accessible 24/7 that is achieved through active back-up and maintenance.

B. Key Features: NLRC Cloud Services Subscription, Web Hosting with Back-up Server and Maintenance

1. High capacity and performance cloud-based server
2. Online presence for web-portal and its attached systems
3. Daily appended back-up and weekly full back-up services
4. Managed maintenance of equipment, licenses, and security

C. Technical Requirements: NLRC Cloud Services Subscription, Web Hosting with Back-up Server and Maintenance

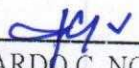
Minimum System Unit Requirement.

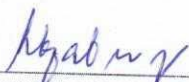
Processor	3 gigahertz (GHz) or faster, 4 cores or more, 8 megabyte (MB) cache or higher processor
Random Access Memory	16 gigabyte (GB) RAM
Primary Storage Device (HDD)	2 TB available hard disk space
Operating System	Windows Server and other Open Source Operating System

Solution Platform Requirement. The solution must adhere to open standards architecture. It must be able to efficiently and speedily handle e-commerce based transactions and processing requirements. It must be robust enough to support enterprise-wide workflow and business transaction processing on the web platform.

The hardware, software and network infrastructure must be able to efficiently and easily handle online web based business processing and transactions demanded by simultaneous and concurrent access to the system. The network capacity must be sufficient to cater the requirements of global and nationwide network covering Luzon, Visayas, and Mindanao.

Description of the Desired Service. The NLRC cloud is a web based/enabled shared environment that will run on an Internet Client/Server computing platform. Access to the cloud will be based on user-specific roles and authority levels for both external and internal clients. The general public should have access to the front-end services of the NLRC Web Portal, the Electronic Case Tracking System, and the Public Service Facility through the Internet. The cloud must be secured, implementing authentication and authorization password protection features.


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User specific and role-based access rights determined in the business process analysis phase, shall define the extent and scope by which functions and process can be executed. Disaster recovery and fail-over support features must be implemented in the system. This must be completed by redundancy implementation both in the logical and physical levels.

The desired over-all setup must have the following general qualitative characteristics:


- ✓ *Scalability* – for the ability to accommodate expansion and future technology development.
- ✓ *User-Friendly* – or the facility of cloud usage even by users with very limited computing knowledge.
- ✓ *Technology-Friendly* – or the capability to administer and manage the entire cloud given the limited number of MIS/ICT staff on NLRC and the capacity of users to handle and process transactions in real time with minimal technical knowledge and support.
- ✓ *Integrated Solution* – or the viability of the cloud to incorporate all components of the project utilizing a single network.
- ✓ *Security Environment* – or the responsiveness to address different levels of security environment and protection issues from various forms of system security risks and hazards.

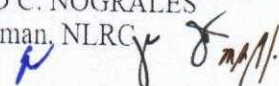
Functional Requirements. The NLRC Cloud services subscription, web hosting with back-up server and maintenance project should have the following major functional components as minimum requirements:

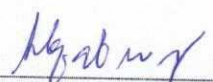
1. Capability to store and maintain data uploaded to the cloud via the NLRC Web Portal's Content Management System.
2. Capability to operate and host the NLRC Web Portal, the Electronic Case Tracking System, the Public Service Facility, and other network-based applications.
3. Capacity for convenient and speedy retrieval of files.
4. Facility for storing back-ups from the cloud server to the back-up server.
5. Facility for NLRC clients to perform onsite and offsite monitoring of files and other vital systems.
6. Capacity for information assistance through online query and response facilities.
7. Development and implementation of 24/7 online service.
8. Capacity for online and batch uploading and downloading of data from remote sites.
9. Capability to prevent malicious software and unauthorized access from tampering with files on the cloud and the backup server

Maintenance Requirements. On the whole, the NLRC Cloud requires that the following processes of its back-up functions can be provided by the service provider:

1. Back-up Schedule
 - Weekly Full Backup
 - Daily Incremental Backup



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- 2. System Maintenance
 - o Security Back up and System Maintenance
 - o Redundancy and Fail-over support

D. Other Requirements: NLRC Cloud Services Subscription, Web Hosting with Back-up Server and Maintenance CY 2020

Design Specification, Migration, Configuration and Testing shall be completed within 5 calendar days from receipt of NTP. (Creation of the design, determine correctness of service and conduct of demonstration)

Roll-out Phase within the 1st week from receipt of NTP (actual deployment to online operations)

Maintenance Phase/Warranty period shall be within one (1) year from receipt of NTP (to fix any possible problems)

**ARTICLE III
DISCLOSURE OF INFORMATION AND CONFIDENTIALITY**

The Bidder and its Personnel shall not, at any time, communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services except with the prior written consent of the Procuring Entity.

For purposes of this clause, "confidential information" means any information or knowledge acquired by the Bidder and/or its Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

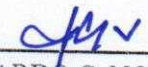
**ARTICLE IV
CONFLICT OF INTEREST**

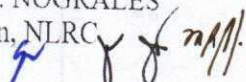
The Bidder shall provide professional, objective, and impartial advice and at all time hold paramount the Procuring Entity's interests, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. The Bidder shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity.

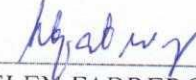
**ARTICLE V
SERVICE DURATION**

The services shall cover a period of one (1) year from the date of receipt of Notice to Proceed, and upon registration of NLRC in the Cloud-hosting services.

**ARTICLE VI
MODE OF PAYMENT**



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The total contract price of the services shall be in the amount of **ONE MILLION SEVEN HUNDRED THOUSAND PESOS (Php 1,700,000.00) inclusive of VAT and all applicable taxes payable.**

Payments shall be made on a month-to-month basis of **ONE HUNDRED FORTY ONE THOUSAND SIX HUNDRED SIXTY SIX PESOS AND SIXTY SIX CENTAVOS 66/100 (Php 141,666.66)** for the duration of 12 months.

The initial payment shall be made only after the first month of service is rendered and as such, shall have been approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the

Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory sixty (60) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such sixty (60)-day period; gives written notice to the Bidder specifying in detail deficiencies in the Services, the final report and final statement shall then be deemed to have been approved unless such modification as agreed upon has not been done.

Any amount which the Procuring Entity has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Bidder to the Procuring Entity within sixty (60) days after receipt by the Bidder of notice thereof.

ARTICLE VII PERFORMANCE SECURITY

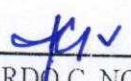
To guarantee the faithful performance by the Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of this contract.

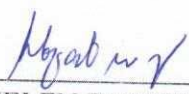
The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the schedule provided in the Bidding Documents.

The failure of the Bidder to comply with the requirement set forth in the Contract Documents shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.

ARTICLE VIII LIQUIDATED DAMAGES

The failure of the Bidder to deliver any or all of the Services within the period(s) specified in this Contract shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price,


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as liquidated damages, a sum equivalent to one-tenth (1/10) of one (1) percent 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 ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to Clause 23 of the General Conditions of Contract.

ARTICLE IX WARRANTY SUPPORT

The warranty shall be for a period of one (1) year and shall commence from the effectivity up to the end of the contract. During the warranty period, the Bidder is required to resolve any and all system errors, problems, flaws, deficiencies in functionalities, among others, that may be uncovered during the warranty period.

During the warranty period, the Bidder must describe the staffing plan, location and operational processes for its support center in order to match the following minimum service level requirements:

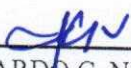
- A. Make qualified personnel available to NLRC by telephone, electronic mail or common messaging application during business hours of Manila (8:00 AM to 5:00 PM) for the reporting of issues or problems with the system;
- B. During or as a result of telephone conferences, or electronic conferences or exchanges (collectively, "electronic contract"), the Bidder shall make every reasonable effort to resolve such issues or problems within four (4) hours. If any such issues or problems are not corrected within four (4) hours after initial electronic contact, the Bidder shall provide for a work-around solution until the problem is ultimately resolved; and,
- C. Provide one (1) day site visit every month to check on system implementation for a maximum period of one (1) year.

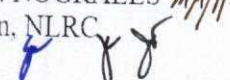
ARTICLE X VALIDITY CLAUSE

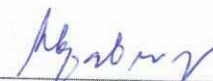
The term and condition of this contract declared invalid or contrary to law shall not affect the validity of other term and conditions hereof.

ARTICLE XI VENUE OF ACTION

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this contract shall be exclusively in the proper court of Quezon City.



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Chairman, NLRC


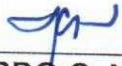


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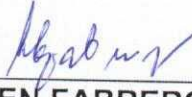
IN WITNESS WHEREOF, the Parties thereto have caused this Contract to be executed the day and year first before written.

Signed, sealed, and delivered by:

Signed, sealed, and delivered by:

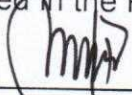


GERARDO C. NOGRALES
Chairman



HELEN FABRERO SY
President
3rd Floor, National Engineering
Center, University of the
Philippines, Diliman, Quezon City

Signed in the Presence of:



HAROLD M. CARBO
Accountant IV



ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME _____ day of _____ 2020
at _____, personally appeared:

NAME	GOV'T. ISSUED ID	ISSUED BY
GERARDO C. NOGRALES	L02-80-005121	
HELEN FABRERO SY		

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of two (2) pages including this page, together with the documents deemed construed part of the contract agreement, on which this acknowledgement is written, duly signed by their instrumental witnesses, and they acknowledged to me that the same is their own free and voluntary act and deed as well as that entities which they represent.

WITNESS MY HAND on the date and place first herein above stated.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020.


ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City, Metro Manila) S.S.

BEFORE ME, a Notary Public for and in the Quezon City, personally appeared **HELEN FABRERO SY with her Passport with No. P3401377B valid until September 30, 2029**, known to me to be the same person who executed the foregoing CONTRACT FOR THE PROCUREMENT OF NLRC CLOUD SERVICES SUBSCRIPTION, WEB HOSTING WITH BACK-UP SERVER AND MAINTENANCE REQUIREMENTS CY 2020 WITH THE NATIONAL LABOR RELATIONS COMMISSION, signed by her and she acknowledged to me that the same is her free and voluntary act and deed.

WITNESS MY HAND AND SEAL this 3rd day of February 2020 at Quezon City, Metro Manila, Philippines.

Doc. No. 54
Page No. 12
Book No. IV
Series of 2020


ATTY. FAZEL CHRISTINE DG CRUZ
NOTARY PUBLIC FOR AND IN QUEZON CITY
Unit 7 Bldg. 2, Kamagong Centennial Dorm, E. Jacinto St.,
UP Diliman QC, Tel. No. (02)85463754;(02)89818500 loc. 8680
ADM.MATTER NO. NP-006; Roll of Attorney No. 65418
IBP Lifetime No. 017849; OR No. 009899; 6-21-2017; Pasig City
PTR O.R. No.9296035; 1-2-2020; Quezon City
MCLE Compliance No.VI-0008032; April 24,2018; Pasig City
My Commission Expires on December 31, 2021