



Contract for the Procurement of NLRC ICT Software for Public Service Facility and Web Development Requirements

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT made and entered into on the OCT 09 day of 2018 2018
in Mandaluyong City, Philippines, by and between:

NATIONAL LABOR RELATIONS COMMISSION with address at PPSTA Bldg. 5, Banawe cor. P. Florentino Sts., Quezon City, herein represented by its Chairman, **GERARDO C. NOGRALES**, and hereinafter referred to as the "Procuring Entity",

-and-

TELCOM LIVE CONTENT, INC. with address at 12th Floor, Unit 1204 Summit One Tower Building, 530 Shaw Blvd., Mandaluyong City, herein represented by its President, **DENNIS G. BAGUYO**, and hereinafter referred to as the "Bidder".

Gerardo C. Nograles
Chairman, NLRC

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 enhancement of the e-Case Tracking System for the public services;

WHEREAS, the Procuring Entity invited Bids for the **Procurement of NLRC ICT Software for Public Service Facility and Web Development Requirements** with an Approved Budget for the Contract (ABC) in the sum of SIX MILLION AND THREE HUNDRED THOUSAND PESOS (Php 6,300,000.00) 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 **FIVE MILLION THREE HUNDRED EIGHTY FOUR THOUSAND SIX HUNDRED FIFTEEN PESOS (Php5,384,615.00)**;

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:

Dennis G. Baguyo
President, Telcom Live Content, Inc.

- (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. 08-01, Series of 2018;
- (g) Supplemental Bid Bulletin No. 04-01, Series of 2018
- (h) Procuring Entity's Notice of Award;
- (i) Procuring Entity's Notice to Proceed;
- (j) Performance Security; and
- (k) Agreements of the Parties in writing during meetings.


 GERARDO C. NOGRALES
 Chairman, NLRC

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 Public Service Facility (PSF) is an online service facility and is a subset/extension/enhancement of the e-Case Tracking System (e-CTS). The PSF aims to provide the general public of access to NLRC services through online channels or transactions.

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: ICT Software Development For NLRC Public Service Facility

An extension/enhancement of the existing Electronic Case Tracking System, which integrates the following Public Service Facilities and components through a Mobile-Enabled website, with the records of cases from the Electronic Case Tracking System (e-CTS):

- (a) Online application/filing of issuance of certificate of pending/no pending case;
- (b) Online payment of certificate of pending/no pending case through Multiple-Online Payment Methods (e.g. bills payment/payment of fees through bank, paypal, or other intermediary such as 7-eleven);
- (c) Online filing and processing of judgment award, and posting of bond and payment of judgment award, including online monitoring and tracking of processes for the writs of execution; and;
- (d) Linking of Online Filing of Request for Assistance (RFAs) from the Electronic Case Tracking System (e-CTS) to the Mobile-Enabled website.

B. Key Features: ICT Software Development For NLRC Public Service Facility


 DENNIS G. BAGUYO
 President, Telkom Live Content, Inc.



1. Integration with a PHP-based system using the Code Igniter Web Framework and MySQL database
2. Integration of popular online payment services
3. Secured online transactions
4. User-oriented and friendly GUI based on sophisticated and intuitive
5. User Interface and up-to- date Computer Graphics techniques

C. Other Requirements: ICT Software Development For NLRC Public Service Facility

Design Phase shall be completed within 120 calendar days from receipt of NTP. (creation of the design and conduct of demonstration)

User Testing Phase to be completed on the 4th and 5th month from receipt of NTP (trial phase to actual users to determine the correctness of the software features)

Roll-out Phase within the 6th month from receipt of NTP (actual deployment to online operations)

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

GERARDO C. NOGRALES
 Chairman, NLRC

D. Project Description: Web Development For NLRC Web Portal

A common hub on the internet for relevant information about the agency's functions and services that is readily accessible by the public.

E. Key Features: Web Development For NLRC Web Portal

1. PHP, Drupal, HTML5, Javascript, or any relevant technology as development platform
2. Lite and fast-loading website design
3. Maximum flexibility, database-driven, multiple content feeds, logical structure of user content, and consistent site navigation.
4. User-oriented and friendly GUI based on sophisticated and intuitive
5. User Interface and up-to- date Computer Graphics techniques

**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.

Dennis G. Baguio
 President, Telkom Live Content, Inc.

**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
PROJECT DURATION**

The Project shall be completed within a period of one (1) year from Notice to Proceed.

**ARTICLE VI
MODE OF PAYMENT**

The total contract price of the services shall be in the amount of **FIVE MILLION THREE HUNDRED EIGHTY FOUR THOUSAND SIX HUNDRED FIFTEEN PESOS (P5,384,615.00) inclusive of VAT and all applicable taxes payable.**

Payments shall be based on the completion and acceptance by NLRC of the following milestones.

A. ICT Software Development for NLRC Public Service Facility

No. of Tranches	Milestones	Percentages (%)
1 st Tranche	Upon NLRC acceptance of Project Management Plan (PMP)	15%
2 nd Tranche	Upon submission of Requirements Specifications and NLRC acceptance	10%
3 rd Tranche	Upon submission of User Acceptance Testing and acknowledgment thereof	20%
4 th Tranche	Upon completion of Knowledge and Technology Transfer including submission of complete documents	20%
5 th Tranche	Upon completion of Parallel Run and Deployment	25%
6 th Tranche	Upon completion of one (1) year warranty (release of retention money)	10%
Total		100%

B. Web Development for NLRC Web Portal

No. of Tranches	Milestones	Percentages (%)
1 st Tranche	Design Phase: Upon submission Requirements Specifications and NLRC acceptance	25%
2 nd Tranche	Upon submission of User Acceptance Testing and acknowledgment thereof	50%
3 rd Tranche	Upon completion of Parallel Run and Deployment	20%
4 th Tranche	Upon completion of one (1) year warranty (release	5%

GERARDO C. NOGRALES
 President, Telkom Live Content, Inc.

DENNIS G. BAGUYO
 President, Telkom Live Content, Inc.

	of retention money)	
Total		100%

The final payment shall be made only after the final report and a final statement identified as such, shall have been submitted by the Bidder and 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, 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 period shall be for a period of one (1) year and shall commence upon formal completion and acceptance of the project deliverables. During the warranty period, the Bidder is required to resolve any and all system errors, problems, flaws,

GERARDO C. NOGRALLES
Chairman, NIRC

Dennis G. Baguyo
President, Telecom Live Content, Inc.

[Handwritten Signature]

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

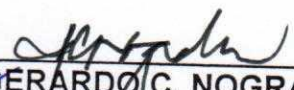
The term and condition of this contract declared invalid or contrary to law shall not affect the validity of other term and conditions hereof.

ARTICLE XI VENUE OF ACTION

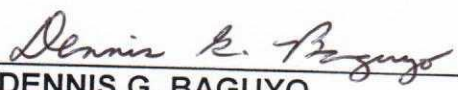
The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this contract shall be exclusively in the proper court of Quezon City.

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:


GERARDO C. NOGRALES
Chairman

Signed, sealed, and delivered by:


DENNIS G. BAGUYO
President
12th Floor, Unit 1204 Summit
One Tower Building, 530, Shaw Blvd
Mandaluyong City



Signed in the Presence of:

HAROLD M. CARBO
Accountant IV

ACKNOWLEDGEMENT

Republic of the Philippines)
Mandaluyong City) S.S.

BEFORE ME OCT 09 2018 day of _____ 2018 at Mandaluyong City,
personally appeared:

NAME	GOV'T. ISSUED ID	ISSUED BY
GERARDO C. NOGRALES	L02-80-005121	
MR. DENNIS G. BAGUYO	EC3064325	DFA MANILA

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. 74 ;
Page No. 16 ;
Book No. XIII ;
Series of 2018.

ATTY. ELMAR H. MALAPITAN
Notary Public for the City of Mandaluyong
Appointment No. 0340-17 until Dec. 31, 2018
Unit 30, 2nd Flr., Facilities Centre Bldg.,
548 Shaw Blvd., Mandaluyong City
Roll No. 58192
PTR No. 3389568 / 01-04-2018 / Mand. City
IBP No. 019958 / 01-03-2018 / Or. Mindoro
MCLE Comp. No. V-0014084 / 02-08-2016