



**Contract for the Procurement of NLRC Cloud Services
Subscription, Web Hosting with Back-up Server and Maintenance
Requirements for FY 2021**

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT made and entered into on the JAN 28 2021 day of _____ 2021
in Mandaluyong 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-

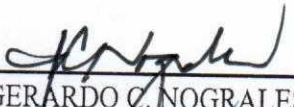
TELCOM LIVE CONTENT INC. with address at 12TH Floor, Unit 1204 Summit One Tower Building, 530 Shaw Blvd. Mandaluyong City, herein represented by its President, **MR. DENNIS G. BAGUYO**, and hereinafter referred to as the "Bidder".


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 FY 2021** 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 ONE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE PESOS (Php 1,199,999.00)**;


GERARDO C. NOGRALES
Chairman, NLRC


Dennis G. Baguyo

Ben-Lor Building, 1184 Quezon Avenue, Quezon City
President, **TELCOM LIVE CONTENT, INC.**
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:

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. ____, Series of 20__;
- (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 I RATIONALE


Digitization of the NLRC's processes from the Single-Entry Approach (SEADO), compulsory arbitration (Labor Arbiter's Office), and resolution of appealed cases (Commissioners' Office) nationwide requires capacity, connectivity, and speed in the operation of all its applications and systems. The cloud services will, provide effective and efficient server, storage and application of all NLRC data.

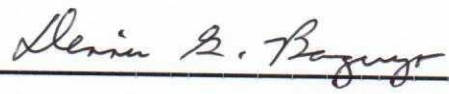
To extend its information and services to the public, a central database and server is required to be kept active and accessible 24/7 that is achieved through the cloud services, active back-up and maintenance.

ARTICLE II SCOPE OF SERVICES

- A. The procurement involves the following services:
 1. Subscription of Cloud Services;
 2. Web Hosting with Back-up Server; and,
 3. Maintenance Services.
- B. The procurement shall include the provisions for cloud services, web hosting with backup server, and maintenance requirements for the NLRC Portal (nlrc.dole.gov.ph), e-Case Tracking System (eCTS), Public Service Facility (PSF), and other network resources available.



GERARDO C. NOGRALES
Chairman, NLRC




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

- C. The contract shall be completed within a period of one (1) year from the date of the Notice to Proceed.

III APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is TWO MILLION FOUR HUNDRED THOUSAND PESOS (Php2,400,000.00) inclusive of all applicable government taxes and charges.

IV QUALIFICATION REQUIREMENTS

The Service Provider must be operating in Information Technology (IT) for at least five (5) years within the area of Procuring Entity and must submit, as part of their bid, a certified true copy of valid and current certification of IT services and PhilGEPS Certificate of Registration or Membership.

V DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

The Service Provider shall comply with the following obligations:

A. Technical Requirements

1. Minimum System Unit Requirement

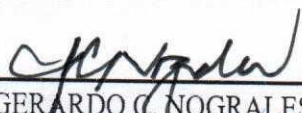
Processor	3 Gigahertz (GHz), 4 cores or more, 8 megabyte (MB) cache or higher processor
Random Access Memory	32 Gigabyte (GB) RAM
Primary Storage Device	2 TB Available space
Operating System	Windows Server or other Open Source Operating System


2. 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.

3. 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 use-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.


 GERARDO C. NOGRALES
 Chairman, NLRC


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

4. Security Features

The cloud must be secured, implementing authentication and authorization password protection features. User specific and role-based access right 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.

5. General Qualitative Requirements

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

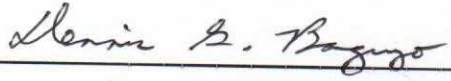
- a. Scalability – the ability to accommodate expansion and future technology development.
- b. User-Friendliness – or the facility of cloud usage even by users with very limited computing knowledge.
- c. Technology-Friendliness – or the capability to administer and manage the entire cloud given the 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.
- d. Integrated Solution – or the viability of the cloud to incorporate all components of the project utilizing a single network.
- e. Secure Environment – or the responsiveness to address different levels of security environment and protection issues from various forms of system security risks and hazards.
- f. Cost-Efficiency – or the feasibility to operate after the contract duration efficiently and viably at the least cost to NLRC.

6. 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:

- a. Capability to store and maintain data uploaded to the cloud via the NLRC Web Portal's Content Management System.
- b. Capability to operate and host the NLRC Web Portal, the Electronic Case Tracking System, the Public Service Facility, and other network-based applications.
- c. Capacity for convenient and speedy retrieval of files.
- d. Facility for storing back-ups from the cloud server to the back-up server.


GERARDO C. NOGRALES
Chairman, NLRC


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

- e. Facility for NLRC Clients to perform onsite and offsite monitoring of files and other vital systems.
- f. Capacity for information assistance through online query and response facilities.
- g. Development and implementation of 24/7 online service
- h. Capacity for online and batch uploading and downloading of data from remote sites.
- i. Capability to prevent malicious software and unauthorized access from tampering with files on the cloud and the backup server.

7. Maintenance Requirements

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

a. Back-up Schedule

- i. Weekly Full Backup
- ii. Daily Incremental Backup

b. System Maintenance


- i. Security Back up and System Maintenance
- ii. Redundancy and Fail-over Support


B. Other Service Requirements

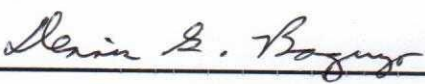
1. Design Specification, Migration, Configuration, and Testing shall be completed within 5 calendar days from receipt of NTP. (Creation of the design, determine correctness of service and conduct of demonstration)
2. Roll-out Phase within the 1st week from receipt of NTP (actual deployment to online operations)
3. Maintenance Phase/Warranty period shall be within one (1) year from receipt of NTP (to fix any possible problems)

C. Performance Security Requirements

1. The Service Provider shall post a performance security in an amount equivalent to the percentage of the total contract price as provided in Section 33 of the Instructions to Bidders that can be withdrawn only after the issuance of the final certificate of acceptance.
2. A warranty security equivalent to ten percent (10%) of the contract price shall be provided by the Service Provider that can be withdrawn after the lapse of the warranty period.



 GERARDO C. NOGRALES
 Chairman, NLRC




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

VI RESPONSIBILITIES OF PROCURING ENTITY


- A. Grant access to any authorized representative/s of the Service Provider to NLRC premises to perform its obligations as accompanied by Data Center personnel;
- B. Reject any system or any services thereof that fails to pass any test and/or inspection or does not conform to the specifications;
- C. Report the problem on the system to the Service Provider for appropriate action and
- D. Pay the Service Provider in accordance with Section VII hereof.

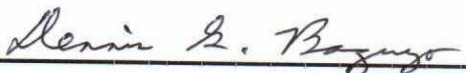
VII MODE OF PAYMENT

- A. Payments shall be made on a monthly basis upon issuance of Certificate of Inspection.
- B. The Service Provider's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing as appropriate, the service performed.

VIII WARRANTY SUPPORT

- A. The warranty period shall be for a period of one (1) year and shall commence upon formal completion and acceptance of the project deliverables.
- B. The Service Provider is required to resolve any and all system errors, problems, flaws, deficiencies in functionalities, among others, that may be uncovered during the warranty period.
 1. 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;
 2. During or as a result of telephone conferences, or electronic conferences or exchanges (collectively, "electronic contact"), the Service Provider 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 Service Provider shall provide for a work-around solution until the problem is ultimately resolved; and
 3. Provide one (1) day site visit every month to check on system implementation for a maximum period of (1) year.


GERARDO C. NOGRALES
Chairman, NLRC


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

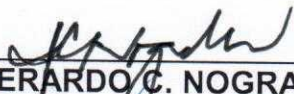
IX LIQUIDATED DAMAGES

- A. In case of failure to satisfactorily perform the Services within the contract period inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under the law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1 percent of the cost of the unperformed portion for every day of delay until actual performance.
- B. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it

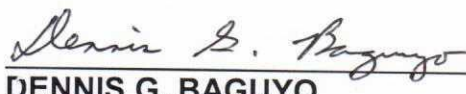
IN WITNESS WHEREOF, the Parties thereto have caused this Contract to be executed the day and year first before written.

Signed, sealed, and delivered by:

Signed, sealed, and delivered by:




GERARDO C. NOGRALES
 Chairman



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

Signed in the Presence of:



HAROLD M. CARBO
 Accountant IV

ACKNOWLEDGEMENT

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


BEFORE ME _____ day of JAN 28 2021 2021 at Mandaluyong City,
personally appeared

NAME	GOV'T. ISSUED ID	ISSUED BY
GERARDO C. NOGRALES	OSCA ID NO. 47722	
DENNIS G. BAGUYO		

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of eight (8) 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. 449 ;
Page No. 91 ;
Book No. 14 ;
Series of 2021.


ATTY. JAIME J. AMOR III
Notary Public for the City of Mandaluyong
Appointment No. 0539-19 until Dec. 31, 2020
Unit 28 & 30 2nd Flr., Facilities Centre Bldg.,
548 Shaw Blvd., Mandaluyong City 1552
Roll of Attorneys No. 64166
IBP No. 063388/01-04-2019/RSM
PTR No. 2847495/01-16-2019/Mand. City
MCLE Compliance No. VI-0021435 / Mar 26, 2019