

**CONTRACT AGREEMENT FOR COLLABORATION SUITE
AND EMAIL SOFTWARE AS A SERVICE**

This Contract Agreement (**Contract**) is made and executed on ____ of July 2023 by and between:

PHILIPPINE GUARANTEE CORPORATION (PHILGUARANTEE), with principal office at 22nd to 24th floor, 6811 BPI-Philam Life Makati, Ayala Avenue, Salcedo Village, Makati City represented by its authorized signatory, **ALBERTO E. PASCUAL**, President and CEO, whose authority is evinced by the Secretary's Certificate attached as Annex A;

- and -

INNOVE COMMUNICATIONS, INC. with principal office at Globe Tower-Cebu, Samar Loop Corner Panay Road, Cebu Business Park, Cebu City, herein represented by its duly authorized signatory, **FRANCISCO FERNANDO J. CLARAVALL**, Head/Partner of Ecosystem-Enterprise Group, whose authority is evinced by the Secretary's Certificate attached as Annex B;

PHILGUARANTEE invited Bids for the **Procurement for the Collaboration Suite and Email Software as a Service/PGC-BAC-2023-002G**;

INNOVE COMMUNICATIONS, INC. submitted the lowest calculated and responsive quotation in the sum of **Pesos: Two Million Four Hundred Thirty-Seven Thousand Two Hundred and 60/100 (Php2,437,200.60)**, inclusive of applicable taxes based on the requirement specified in the Terms of Reference;

PHILGUARANTEE procured the abovementioned services through Competitive Bidding and complied with the requirements and procedures under RA 9184 and its RIRR;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties have agreed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**


3. In consideration of the sum of **Pesos: Two Million Four Hundred Thirty-Seven Thousand Two Hundred and 60/100 (Php2,437,200.60)**, inclusive of applicable taxes, to be paid by PHILGUARANTEE, INNOVE COMMUNICATIONS, INC. agrees to provide the **Collaboration Suite and Email Software as a Service** in conformity with the Official Bid Documents and this Contract.
4. The **PHILGUARANTEE** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. If any term, condition or any part of the provisions of the Official Bid Documents, and this Contract is determined to be invalid, void or unenforceable to any extent, such term, condition or provision shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

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


ALBERTO E. PASCUAL
President and CEO

for:

PHILIPPINE GUARANTEE CORPORATION


FRANCISCO FERNANDO J. CLARAVALL
Head/Partner of Ecosystem-Enterprise Group

for:

INNOVE COMMUNICATIONS, INC.

WITNESSES:



IAN A. BRIONES



CAROLINA D. DE LA COSTA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) SS

BEFORE ME, a Notary Public for and in the above jurisdiction, this AUG 16 2023 day of 2023, personally appeared **ALBERTO E. PASCUAL**, representing **PHILIPPINE GUARANTEE CORPORATION**, with PHILGUARANTEE ID No. 421-030119, known to me and to me known or through competent evidence of identity to be the same person who executed the foregoing instrument and acknowledged that the same is his free act and voluntary deed and that of the corporation herein represented.

The foregoing instrument, consisting of four (4) pages including this page on which this Acknowledgement is written, refers to a Contract Agreement signed by his and his witness on all pages including the Annexes hereof.

WITNESS MY HAND AND NOTARIAL SEAL on the day and at the place first set forth above.

Doc. No. 1;
Page No. 1 of 8
Book No. 1,
Series of 2023.

[Handwritten signatures]

[Handwritten signature]
MIGMAR BERNPEO S. FRANCISCO
Commission No. M-581
Notary Public for and in the City of Makati
Until 31 December 2024
23rd Flr., BPI Philam-Life Bldg., Ayala Ave. Makati
Roll of Attorneys No. 74403
PTR No. 9565969; 5 January 2023; Makati
IBP No. 259692; 19 December 2022; RSM
MCLE Compliance No. VII-0021505; 17 June 2022

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI)SS

AUG 16 2023

BEFORE ME, a Notary Public for and in the above jurisdiction, this ___ day of _____ 2023, personally appeared **FRANCISCO FERNANDO J. CLARAVALL** representing **INNOVE COMMUNICATIONS, INC.** with Passport ID No. P9789455B, known to me and to me known or through competent evidence of identity to be the same person who executed the foregoing instrument and acknowledged that the same is his free act and voluntary deed and that of the corporation herein represented.

The foregoing instrument, consisting of four (4) pages including this page on which this Acknowledgement is written, refers to a Contract Agreement signed by his and his witness on all pages including the Annexes hereof.

WITNESS MY HAND AND NOTARIAL SEAL on the day and at the place first set forth above.

Doc. No. ;
Page No. 17;
Book No. ;
Series of 2023.

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MIGMAR BERNPED S. FRANCISCO
Commission No. M-581
Notary Public for and in the City of Makati
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