

CS200309

CONTRACT OF SERVICES**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement, made and entered into by and between:

The **CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**, a government instrumentality attached to the Department of Trade and Industry, with office address at the Golden Shell Pavilion, Roxas Boulevard, cor. Gil J. Puyat Avenue, Pasay City, represented in this act by its Executive Director, **PAULINA SUACO-JUAN**, hereinafter referred to as "**CITEM**";

-and-

HANDLINK, INC., a corporation duly organized and existing by a virtue of the laws of the Republic of the Philippines with office address at 10/F AIC Center, 204 Escolta Street, Manila City, represented herein by its President, **LUDWIG HILDEBRAND SANTOS**, hereinafter referred to as "**HANDLINK**".

WITNESSETH:

WHEREAS, the Center for International Trade Expositions and Missions (CITEM), created under the E.O. 989 series of 1984, is the export promotion arm of the Philippine Department of Trade and Industry (DTI), committed to developing, nurturing, and promoting globally-competitive small and medium enterprises (SMEs), exporters, and manufacturers an Integrated Approach to Export Marketing in partnership with other government and private entities;

WHEREAS, there is a need to replace and increase the availability of Backup and Disaster Recovery Solution Server necessary to complement the execution and delivery of functions and day to day operations of the agency;

WHEREAS, the Center for International Trade Expositions and Missions invited all prospective suppliers to take interest in the procurement of above-mentioned requirements; wherein through its CITEM Bids and Awards Committee (CITEM-BAC) has conducted PUBLIC BIDDING in accordance with sec. 10 of RA 9184 for the purpose of obtaining the above requirement;

WHEREAS, among the invited bidders; and those who took interest to participate in the bidding, only one (1) submitted its bid;

WHEREAS, **HANDLINK, INC.**, was initially declared as the lowest calculated bidder and was subjected to a post qualification by the BAC designated a Technical Working Group;

WHEREAS, the BAC reviewed the post qualification report submitted by the Technical Working Group, and it was found that **HANDLINK, INC.**, is substantially compliant for the above-mentioned requirement;

WHEREAS, upon careful examination and evaluation, the BAC found and declared **HANDLINK, INC.**, as the Single Calculated and Responsive Bidder for the following:

1 SET Back up and Disaster Recovery Solution

HCI Server Specification Per Node (2 nodes/device)

Hybrid type

- Processor: 1*Intel Xeon Silver 4210R 2.4G, 10C/20T
- 4*2TB 7200RPM 3.5" SATA HDD (Enterprise)
- 2*480GB-SSD Intel S4600 3D NAND TLC SSD 2.5", SATA 3.0 6Gbps
- MEMORY: 96GB- 2666MHz DDR4 RDIMM
- 6*1GE Port
- Dual power supply
- USB Key for license activation

Features:

- The compute, storage, security and networking resources must be managed and operated centrally.
- Must be able to support hot pluggable disk drives.
- Must have built-in backup to support agentless incremental and scheduled VM-level backup, backup could have periodic full image and archivable to another storage.
- VMs can be restored directly from archived files.
- Must have built-in high availability capability to support drive failures or complete node failures. In case a host fails, all the VMs running on that host can be recovered to ensure business continuity.
- Must be able to balance the VM locality based on utilization of hypervisor hosts.
- Must be able to increase VM Specs without shutdown when it faces traffic spike.

- Must be able to design and deploy virtual setup in a modifiable diagram within the HCI Platform.
- When power grid is down, the platform which is hypervisor host itself will shut down the VMs elegantly by using the electricity from the UPS to protect VMs to minimize the data loss.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the Parties' faithful and strict compliance of the terms and conditions hereinafter provided, the CITEM by these presents, hereby agrees to procure to **HANLINK, INC.**, the above-mentioned requirements under the following terms and conditions:

UNDERTAKINGS:

I. PERIOD OF DELIVERY

HANLINK, INC., shall deliver the said requirement within thirty (30) working days upon receipt of Notice to Proceed/Contract/PO.

II. CONTRACT PRICE

CITEM shall pay **HANLINK, INC.**, the amount of **ONE MILLION SEVEN HUNDRED THOUSAND PESOS ONLY (Php1,700,000.00)**, inclusive of taxes, within thirty (30 days) from inspection, full delivery and/or acceptance of CITEM.

III. CONTRACT DOCUMENTS

This contract shall include the Bid Documents submitted by **HANLINK, INC.**, during the conduct of the bidding, and all other supporting documents related to this procurement activity.

IV. WARRANTIES

HANLINK, INC., warrants that the hardware requirements shall comply with the specifications indicated in the Bid Documents.

V. GENERAL CONDITIONS

1. Special and General Conditions stated in the Philippine Bidding Documents (PBD) shall form part of this Contract;
2. All deliveries/undertaking shall be subjected to inspection by CITEM.

PENALTY FOR DELAY/BREACH

1. It is hereby understood that should the authorized representative of the **PROCURING ENTITY** refuse to accept delivery from **HANLINK** for any unjustified reason to be determined by the arbitrators, the delivery, for purposes of the payment and the computation of delay, shall reckon from the date **HANLINK** actually delivered the items at the subject office.
2. If **HANLINK** fails to deliver any or all of the Goods or perform the services within the period specified in Schedule of Requirement, the **PROCURING ENTITY**, *upon written notice* and without prejudice to other remedies provided under this Contract, shall deduct from the Contract Price, as liquidated damages, a sum equivalent to ONE TENTH OF ONE PERCENT (0.1%) of the total value (including handling charges) of the delayed Goods or the unperformed portion for each day of delay until actual delivery/performance. The maximum amount of liquidated damages shall not exceed Ten percent (10%) of the total Contract Price, in which event the **PROCURING ENTITY** shall automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid.

TERMINATION OF THE CONTRACT

1. The **PROCURING ENTITY** may terminate this Contract if **HANLINK** does not show satisfactory performance in the delivery of goods/services with acceptable quality based on the Specifications and standards, after previous written warning/notice, PROVIDED that such termination shall not be construed as waiver of **HANLINK's** liabilities and the **PROCURING ENTITY's** right to recover the value of payments plus damages under this Contract.



1.1. TERMINATION FOR DEFAULT

The **PROCURING ENTITY**, without prejudice to any other remedy for breach of Contract, by written notice of default sent to **HANDLINK**, may terminate this Contract in whole or in part:

- a. If **HANDLINK** fails to deliver any or all of the Goods or perform the services within the period(s) specified in the Contract, or within any extension thereof granted by the **PROCURING ENTITY**; or
- b. If **HANDLINK** fails to perform any other obligation(s) under the Contract;
- c. If **HANDLINK**, in the judgment of the **PROCURING ENTITY**, has engaged in corrupt or fraudulent practices in completing for or in executing the Contract.

For the purpose of this paragraph:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the **PROCURING ENTITY**, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the **PROCURING ENTITY** of the benefits of free and open competition.

In the event the **PROCURING ENTITY** terminates the Contract in whole or in part, the **PROCURING ENTITY** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and **HANDLINK** shall be liable to the **PROCURING ENTITY** for any excess costs for such similar Goods and Services. However, **HANDLINK** shall continue performance of the Contract to the extent not terminated.

1.2. TERMINATION FOR INSOLVENCY

The **PROCURING ENTITY** may at any time terminate the Contract by giving written notice to **HANDLINK** if the **HANDLINK** becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to **HANDLINK**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the **PROCURING ENTITY**.

1.3. FORCE MAJEURE

- a. Notwithstanding the provisions of Article 13 of GCC, **HANDLINK** shall not be liable for forfeiture of its Performance Security Liquidated Damages or Termination for Default if the delays in performance or failure to perform its obligations under the Contract is the result of Force Majeure.
- b. For purposes of this section, "Force Majeure" means an event beyond the control of **HANDLINK** and not involving **HANDLINK**'s fault or negligence. Such events may include, but are not restricted to, wars and revolutions, fires, flood, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure arises, **HANDLINK** shall promptly notify the **PROCURING ENTITY** in writing of such condition and the cause thereof. Unless otherwise directed by the **PROCURING ENTITY** in writing, **HANDLINK** shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by Force Majeure.

ARBITRATION

1. In case of a dispute between the **PROCURING ENTITY** and **HANDLINK**, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

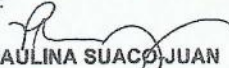
ADDITIONAL PROVISIONS

1. There shall be no escalation of rates during the duration of the Contract.
2. This contract shall be governed by and construed in accordance with the laws of the Philippines.

- 3. In the event any of the parties is compelled to institute any judicial proceedings to enforce any of the terms and conditions of this contract, the parties hereby agreed that any such proceedings shall be brought exclusively in the proper courts of Pasay City.
- 4. No amendment in or modification of the terms of this Contract shall be made except by written agreement signed by the parties.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on this 23 DEC 2020 day of 2020, hereat Pasay City, Metro Manila.

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS

By: 
PAULINA SUACO-JUAN
 Executive Director

HANDLINK, INC.,

By: 
LUDWIG HILDEBRAND SANTOS
 President


MA. LOURDES D. MEDIRAN
 Deputy Executive Director

Signed in the presence of:

_____ WITNESS

Certified Funds Available:


MALERNA C. BUYAO
 Chief, Controllership Div.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
 CITY OF PASAY } S.S.

BEFORE ME, a Notary Public for and in the City of Pasay, on this 23 DEC 2020 day of 2020, personally appeared the following:

NAME	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____
LUDWIG HILDEBRAND SANTOS	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the entities they represent.

This instrument, refers to a Contract of Services consisting of four (4) pages, including this page, whereon this acknowledgment is written and signed by the parties and their instrumental witnesses on each and every page.

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

NOTARY PUBLIC
JULIE ANN SALVADOR
 Notary Public
 Until: 31 December 2021
 Appointment No. M-331
 Roll No. 63844

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