

**CONTRACT AGREEMENT**

*For the Procurement of One (1) Year Subscription of Cloud Computing Services*

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**KNOW ALL MEN BY THESE PRESENTS:**

THIS AGREEMENT is made and executed this 6<sup>th</sup> day of January 2025 at Quezon City, Philippines, by and between:

**LAND REGISTRATION AUTHORITY**, a government agency under the Department of Justice, with office address at the LRA Building, East Ave. cor. NIA Road, Diliman, Quezon City, represented by its Administrator, **GERARDO PANGA SIRIOS**, hereinafter referred to as the ENTITY.

-and-

**BEACON SOLUTIONS, INC.**, a corporation with office address at 314 Corporate 101 Building, 101 Mother Ignacia Avenue, Quezon City, represented by its Vice President for Technical Services, **REYMUNDO ANTONIO L. JUCO**, hereinafter referred to as the SUPPLIER.

The ENTITY and the SUPPLIER are hereinafter collectively referred to as "PARTIES", and each may likewise be referred to as "PARTY".

WITNESSETH: That-

**WHEREAS**, in line with the mandate of the Entity to upgrade its services and facilities, there exists an urgent need for the *Procurement of One (1) Year Subscription of Cloud Computing Services* for the operationalization of the Personal Property Security Registry (PPSR), hereinafter referred to as the "Project";

**WHEREAS**, to implement the Project, the posting of the Invitation to Bid was completed on 20 November 2024, in accordance with the provisions of Republic Act (RA) No. 9184;

**WHEREAS**, the submission and opening of bids were conducted by the ENTITY in accordance with RA No. 9184, as amended, and its 2016 Revised Implementing Rules and Regulations (IRR) as well as other existing laws. Following the evaluation of the eligibility requirements, consisting of the technical and financial components, it was determined that the SUPPLIER's bid was the single calculated and responsive bid and is most advantageous to the government;

**WHEREAS**, the Notice of Award was issued on 18 December 2024 and duly accepted by the SUPPLIER on 20 December 2024, for the Procurement of One (1) Year Subscription of Cloud Computing Services in the total amount of **PHILIPPINE PESOS: NINE MILLION SEVEN HUNDRED NINETY THOUSAND SEVENHUNDRED FIFTY-FOUR PESOS AND 8/100 CENTAVOS (Php 9,790,754.08), VAT Inclusive;**

*Gerardo Pangasirios*

*Reymundo Antonio L. Jucos*

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**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto have agreed to the following terms and conditions:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract to which they refer.
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 parts of this Agreement, *viz.*:

- i. Philippine Bidding Documents (PBDs);
  - i. Technical Specifications;
  - ii. Invitation to Bid;
  - iii. Instruction to Bidders;
  - iv. Bid Data Sheet;
  - v. General and Special Conditions of Contract;
  - vi. Schedule of Requirements; and
  - vii. Bid Bulletin
- 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. *Obligations of the SUPPLIER.* In consideration of the payment to be made by the ENTITY, the SUPPLIER shall:

- a) Provide an end-to-end implementation for hosting the Personal Property Security Registry (PPSR) system on a cloud platform for one (1) year. This includes the installation, configuration, and setup of cloud infrastructure, configuration of necessary security measures, including access controls, encryption, and compliance with prescribed security standards to safeguard the infrastructure and data. They shall also conduct integration testing with the PPSR system, load, stress, and disaster recovery testing. Additionally,



they will provide training to ICTD personnel to equip them with the skills necessary to manage and maintain the cloud infrastructure post-implementation.

- b) Ensure that the requirements outlined by the Entity in the Terms of Reference are correctly provisioned and configured.
- c) Comply with and perform all provisions and terms outlined in Section VI (Schedule of Requirements) and Section VII (Technical Specifications), as well as Item 4 of the Special Conditions of Contract in the published Bidding Documents, together with all other specified requirements contained therein.
- d) If the SUPPLIER fails to satisfactorily deliver any or all of the Goods and/or perform the Services within the period specified in this agreement inclusive of duly granted time extensions, if any, the ENTITY without prejudice to its other remedies under this Agreement and under the applicable laws, shall deduct from the contract price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery of performance.

In case the total sum of liquidated damages reaches ten percent (10 %) of the total contract price, the ENTITY may rescind the contract and appropriate sanctions over and above the liquidated damages to be paid.

4. *Obligations of the ENTITY.* In consideration of the delivery of the specified goods and services, the ENTITY agrees to pay the SUPPLIER the Contract Price or such other sum as may become payable under the provision of this contract, as follows: an initial payment of forty percent (40%) of the contract amount upon the completion of the installation, configuration, and setup of the cloud infrastructure, as well as the submission of integration testing with the PPSR system, including load, stress, and disaster recovery testing. The remaining balance shall be paid in monthly installments after the issuance of the following documents by the SUPPLIER:

- A. Initial Invoice/Service Invoice/Sales Invoice by the SUPPLIER;
- B. Monthly Invoice/Service Invoice/Sales Invoice by the SUPPLIER; and
- C. Certificate of Satisfactory Service/ Inspection and Acceptance by the ENTITY.

The ENTITY shall perform all the duties and responsibilities stated in the published Bidding Documents attached hereto.

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5. *Period of Agreement.* The SUPPLIER shall complete the project contemplated in this Agreement within **ten (10) days** from the date of receipt of the Notice to Proceed (NTP).
6. *Request for Extension.* The period of completion of the project specified in Item 5 may be extended by the ENTITY, upon the recommendation of the LRA Special Bids and Awards Committee (LRA-SPBAC), for good and valid reasons. Such extension shall be subject to the following conditions:
  - A. The SUPPLIER must submit a written request to the ENTITY at least five (5) days before the expiration of the original completion period, clearly stating the reasons for the requested extension;
  - B. Only one (1) extension may be granted, with a maximum duration of ten (10) days;
  - C. Any extension granted shall not result in additional payment beyond the contract price stipulated in Item number (3).

The SUPPLIER expressly agrees that any extension of the completion period granted by the ENTITY, as well as any modifications or deviations from the terms and conditions of this Agreement, shall be deemed to have the express authorization and consent of its Surety.

7. *No unilateral assignment.* The contents of this Agreement are personal to the PARTIES. The SUPPLIER shall not assign, transfer, or subcontract any obligation under this Agreement without an extant and exceptional cause, and without prior written consent of ENTITY. Any attempt to do so shall be void.
8. *Amendments.* Any changes or modifications or waivers to this Agreement shall be in writing and signed by both Parties.
9. *Separability.* If any provision of this Agreement shall be held or made illegal or unenforceable, by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.
10. *Confidentiality.* The SUPPLIER shall diligently and faithfully serve the best interests of the ENTITY in rendering its services and shall not, during the period of this Agreement or at any time thereafter, use or disclose to any unauthorized person or entity, any classified information which the SUPPLIER may have obtained in the performance of its duties.
11. *No Injunction.* For the avoidance of doubt, the PARTIES shall not have any right to unilaterally terminate, to enjoin, or restrain the execution of the Project pursuant to this Agreement.
12. *Pre-termination.* This contract may be terminated prior to its expiry date by either of the PARTIES for failure of the other to comply, and or violation of any of the terms and conditions stipulated herein, provided that the other PARTY shall be notified of the pre-termination.

Gracedulson  
[Signature]

[Signature]

[Signature]

13. *Disputes.* The PARTIES shall resolve all disputes or differences arising between them amicably in connection with the implementation of the Agreement. Should any legal or judicial action be necessary to enforce any of the provisions of this Agreement or to remedy any violations thereof, the PARTIES shall first bring their actions through Arbitration. In case the parties do not agree to arbitration, or if arbitration shall fail judicial action shall be exclusively filed with the proper court of Quezon City, Philippines.

IN WITNESS HEREOF, 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.

LAND REGISTRATION AUTHORITY

BEACON SOLUTIONS, INC.


By:

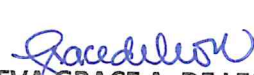
By:

  
GERARDO PANGA SIRIOS  
Administrator

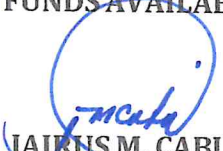
  
REYMUNDO ANTONIO L. JUCO  
Vice President for Technical Services

Signed in the presence of:

  
SER JOHN C. PASTRANA  
Chief, ICT Division

  
EVA GRACE A. DE LEON  
Sales Operations and Admin Jr. Manager

FUNDS AVAILABLE

  
JAIRUS M. CABUSI  
Chief, Accounting Division



**ACKNOWLEDGMENT**

Republic of the Philippines)  
Quezon City) SS.

BEFORE ME, a Notary Public for and in the above jurisdiction, this 6<sup>th</sup> day of January 2025, personally appeared the following, presenting credible proofs of identity, to wit:

PARTY	PROOF OF IDENTITY
<b>GERARDO PANGA SIRIOS</b>	Driver's License No. N02-88-094706 Valid until : July 14, 2032
<b>REYMUNDO ANTONIO L. JUCO</b>	Passport ID no.: P0501302C Valid until: June 12, 2032

The aforementioned persons are known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their own free and voluntary act and deed in representation of the entities for the above purpose.

So named this instrument refers to a Contract Agreement for the *Procurement of One (1) Year Subscription of Cloud Computing Services* consisting of six (6) pages including this page wherein the Acknowledgment is written, signed by the Parties and the instrumental witnesses on the left margin of each and every page hereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal on the date and place first above written.

WITNESS MY HAND AND SEAL, this 6<sup>th</sup> day of January 2025.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series No. 2025.

*Gerardo Pangasirios*  
*Reymundo Antonio L. Jucos*