

Contract Agreement

Project : **PROCUREMENT OF MANAGED SECURITY SERVICES**
Contract No. : **2023-CIMS(006)-PB0031-C0004**

THIS AGREEMENT was made on the 9th day of November 2023 by and between:

CREDIT INFORMATION CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 6th Floor, Exchange Corner Building, 107 V.A. Rufino Street corner Esteban St., Legaspi Village, Makati City, Philippines, represented herein by its President, **ATTY. BEN JOSHUA A. BALTAZAR**, hereinafter called "the **Procuring Entity**";

- and -

NEXUS TECHNOLOGIES, INC., represented by its Premier Account Manager - Sales, **MARIA BRIGITE V. TENORIO**, authorized through Secretary Certificate dated October 16, 2023 with office address at 8/F, 9/F & 10/F Nexus Center, 1010 Metropolitan Ave. & Kamagong St., San Antonio, Makati City, Philippines, hereinafter called "the **Service Provider**";

WHEREAS, upon invitation of the Procuring Entity, the Service Provider submitted a bid for the **Procurement of Managed Security Services** in the amount of **ELEVEN MILLION, THREE HUNDRED EIGHTY THOUSAND, AND 00/100, (PHP11,380,000.00)**, Philippine Pesos, inclusive of all applicable government taxes and charges, hereinafter called "the **Contract Price**";

WHEREAS, the Procuring Entity accepted the bid of the Service Provider through Resolution No. 2023-CIMS(006)-PB-0031, which was approved by the Head of Procuring Entity on 31 October 2023.

NOW THIS AGREEMENT WITNESSETH 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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Bid Documents consisting of:
 - i. Invitation to Bid
 - ii. Instructions to Bidders
 - iii. Bid Data Sheet
 - iv. General and Special Conditions of Contract
 - v. Schedule of Requirements and Technical Specifications; and
 - vi. Terms of Reference

- (b) the Service Provider's Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (c) Supplemental Bid Bulletins;
- (d) the Performance Security; and
- (e) the Notice of Award.

CONTRACT DURATION

- 3. This agreement shall be for a period of one (1) year, commencing from the date after the provisioning and deployment of Managed Security Service or Thirty (30) Calendar days from the receipt of the Notice to Proceed, whichever is later.

SCOPE

- 4. The managed service covers all the identified equipment log sources at the Data Center and Executive Office for one (1) year.

OBLIGATIONS OF THE SERVICE PROVIDER

- 5. In consideration of the payments to be made by the Procuring Entity to the Service Provider, the Service Provider hereby covenants to deliver said goods and services to the Procuring Entity for the period set forth:

Lot	Description	Delivery Schedule
1	Managed Security Services	Within thirty (30) calendar days upon receipt of the Notice to Proceed

- 6. Payments shall be subject to the "Warranty" provisions in the form of either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special Bank Guarantee in the amount equal to at least one percent (1%) of the total Contract Price required under Section 62 of R.A. 9184 and its IRR.

- 7. The **Service Provider's** responsibilities with respect to this project are as follows:

- 1. Provide an implementation timeline and a detailed implementation plan specifying installation design, detailed activities and network diagram. The implementation and test plan must be based on the Procuring Entity provided document template.
- 2. The implementation of the delivery and installation of licenses as well as managed services must be completed within thirty (30) calendar days from the receipt of the Notice to Proceed (NTP). Otherwise, the Service Provider shall pay a penalty in the amount of one tenth of one percent (1/10 of 1%) of the total contract price for every calendar day of delay.

3. Provide a Service Deliver Manager (SDM) as a single point of contact for technical support and service delivery concerns. The SDM shall notify the Procuring Entity seven (7) days prior to any scheduled maintenance and other service interruption. The same shall likewise submit quarterly reports to the Procuring Entity to attest compliance to the SLA.
 4. Provide 24x7 technical support facility and capability, consisting of online help-desk facility and competent technical support personnel as described in Section 6.3. of the Terms of Reference.
8. **The Service Provider shall perform and comply with the General and Technical Requirements, and Service Level** as stipulated in the published Terms of Reference and all other requirements and provisions stated and specified in the documents under Section 2 of this Contract Agreement.

Service Level

Items	Requirements
1. Help Desk	a) The Service Provider must establish a single point of contact or help-desk facility that will provide timely and responsive technical support services. b) The Service Provider must provide help-desk hotline numbers, url and/or e-mail.
2. Change Requests (CR)	CR must be acknowledged by the Service Provider within four (4) hours upon receipt, Mondays to Fridays, 8:00- 5:00 PM.

9. The **Service Provider** shall be liable for the damages for the delay in its performance of the Contract and shall pay the **Procuring Entity** liquidated damages, in an amount of at least equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies open to it.

OBLIGATIONS AND RESPONSIBILITIES OF THE PROCURING ENTITY

10. The **Procuring Entity** hereby covenants to pay the **Service Provider**, in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract, to wit:

Payment shall be made on a quarterly basis subject to submission of billing statement and other supporting documents by the Service Provider, subject to the issuance of certificate of satisfactory service by Procuring Entity.

The start of billing shall be based on the date of issuance of "Certificate of Acceptance".

11. **Procuring Entity's** responsibilities with respect to this project are as follows:

1. Grant the Service Provider's authorized representative access to its premises, equipment and facilities located therein to perform its obligations, provided that such representative shall be accompanied by the duly assigned personnel of the Procuring Entity Technical Support Department.
2. Secure the necessary access pass and building permit required by the building administrator and assumes responsibility for the safe custody and use of the equipment installed by the Service Provider.
3. Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the Service Provider.
4. Issuance of a Certificate of Inspection and Acceptance to the Service Provider upon successful completion of the testing certifying that the Service Provider conforms to all requirements stipulated in this document.
5. Pursuant to General Procurement Policy Board (GPPB) Resolution No. 019-2006 dated 06 December 2006, at the end of each year, the Procuring Entity will conduct an assessment of the quality of service provided particularly the cost charged by the Service Provider and the range of services it offers against other service providers in the area.
6. Conducts assessment/evaluation of the Service Provider 60 days before the end of the contract.

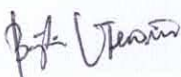
CONTRACT TERMINATION

12. Both parties have the option or terminate the contract acceptable to both parties based on the Philippine Government Procurement Reform Act and its Implementing Rules and Regulations, GPPB Guidelines or its issuances, and other Philippine laws as applicable.

Pursuant to Annex I of the 2016 Revised Implementing Rules and Regulations, as of 15 July 2022, of the Republic Act No. 9184, the Procuring Entity reserves the right to terminate the Procurement of Managed Security Services Agreement on the following grounds:

a. Termination by Default:

1. Pursuant to Section 68 of the 2016 Revised IRR, when outside of force majeure, the Service Provider fails to deliver or perform



any or all of the contract deliverables within the period specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Service Provider prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

2. Pursuant to Section 68 of the 2016 Revised IRR, the Service Provider, as a result of the force majeure, is unable to deliver or perform any or all of the contract deliverables, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of notice from the Procuring Entity stating that the circumstances of force majeure is deemed to have ceased; or
 3. The Service Provider fails to perform any other obligation under the contract.
- b. Termination for Convenience, in whole or in part. If the Procuring Entity has determined the existence of conditions that make the contract implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event/s or changes in law and national government policies.
 - c. Termination for Insolvency. If the Service Provider is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction.
 - d. Termination for Unlawful Acts. In case it is determined prima facie that the Service Provider engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

AMENDMENT

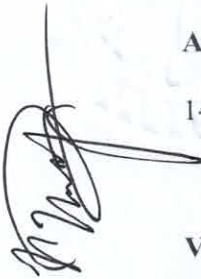
13. Any amendment to this Agreement shall be made in writing and signed by the Procuring Entity and the Service Provider.

ALTERNATIVE DISPUTE RESOLUTION

14. Should any dispute related to this Agreement and/or the rights of the Parties arise, the same shall be submitted for mutual consultation, mediation and arbitration, in the order of application as applicable. The venue of the proceedings shall be in Makati City.

VENUE IN CASE OF SUIT

15. In case of a court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts.



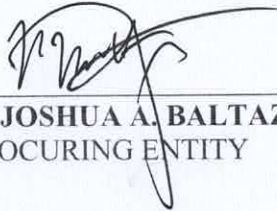
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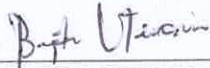
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IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

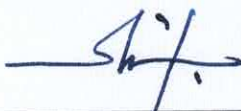


ATTY. BEN JOSHUA A. BALTAZAR
PROCURING ENTITY



MARIA BRIGITE V. TENORIO
SERVICE PROVIDER

SIGNED IN THE PRESENCE OF:

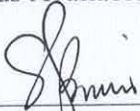


CHRISTOPER L. TUMPALAN
PROCURING ENTITY'S WITNESS



HANNAH GRACE D. GORDIANA
SERVICE PROVIDER'S WITNESS

Certified Funds Available:



MARIA SIENA M. CABASIS
Chief Accountant

REPUBLIC OF THE PHILIPPINES) S.S.
MAKATI CITY, METRO MANILA)

ACKNOWLEDGEMENT


BEFORE ME, a Notary Public for and in Makati City, Metro Manila, Philippines, this _____ day of NOV 10 2023, personally appeared the following:

Name	Competent Evidence of Identification	Date of Issue/ Expiry Date	Place of Issue
ATTY. BEN JOSHUA A. BALTAZAR	N02-19-045918	18 October 2023 / 18 October 2023	
MARIA BRIGITE V. TENORIO	P2309481C	17 Nov. 2022 / 14 Nov. 2022	

They are both known to be the same persons who signed the foregoing document and acknowledged to me that their signature/s proven their free acts and the identity/ies they represent.

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

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Page No. 5
Book No. 35
Series of 2023


ATTY. EUGENIO GAMAL FERRER
Notary Public for and in Makati City
Until Dec. 31, 2024 (2023-2024), Appt. No. M-521
Roll No. 85695, TIN 208286514
Rm. 412, 4th Flr. VGP Center, Ayala, Makati City
PTR No. 9733997, 05/05/2023, Makati City
IBP No. 338327, 05/09/2023, Makati City

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT is made and entered into this day of November 09, 2023 (the "Effective Date") by and between

Credit Information Corporation ("CIC") a government-owned and controlled corporation existing by virtue of Republic Act No. 9510 or the Credit Information System Act with principal address at 6th Floor Exchange Corner Building cor. Esteban and Bolanos Streets, Legaspi Village, Makati City, represented by its President, **Atty. BEN JOSHUA A. BALTAZAR**, herein referred to as the DISCLOSING PARTY;

-and-

Nexus Technologies, Inc., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 8/F, 9/F & 10/F Nexus Center, 1010 Metropolitan Ave. & Kamagong St., San Antonio, Makati City, and represented herein by its Premier Account Manager - Sales, **MARIA BRIGITE V. TENORIO**, herein referred to as the RECEIVING PARTY.

Furthermore, the DISCLOSING PARTY and RECEIVING PARTY may hereinafter be collectively referred to as PARTIES.


WHEREAS, the RECEIVING PARTY shall provide services in favor of the DISCLOSING PARTY for purposes of Procurement of Managed Security Services pursuant to the CONTRACT dated November 09, 2023.

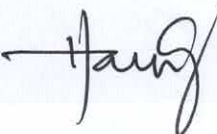
WHEREAS, in connection with the ensuing business relationship, the DISCLOSING PARTY anticipates the need to discuss with and disclose to the RECEIVING PARTY, certain information and materials of a non-public, confidential, or proprietary nature; and

WHEREAS, the PARTIES wish to set forth their mutual understanding of the restrictions on the use, dissemination, and disclosure of DISCLOSING PARTY'S non-public, confidential, or proprietary information disclosed to the RECEIVING PARTY.

NOW, THEREFORE, in consideration of the premises or covenants contained herein, and as a condition to protect the DISCLOSING PARTY from disclosure of its non-public, confidential or proprietary information, the PARTIES hereby agree as follows:

1. As used herein:


P. A. Tenorio






- a. Information" is defined as communication or data, in any form, including, but not limited to, oral, written, graphic, electronic, or electromagnetic form, that is disclosed, conveyed, or provided in connection with or relative to the project.
- b. Confidential Information" is defined as any of the following, which is communicated by the DISCLOSING PARTY to the RECEIVING PARTY, directly or indirectly, *to wit*:

Any and all kinds of information, know-how, ICT Infrastructure Architecture, data, process, technique, program, system, design, drawing, formula, test, work in process, engineering, manufacturing, marketing, financial or personnel matter, whether in oral, written, graphic, magnetic, electronic, or other form of communication, that is learned by or disclosed to the RECEIVING PARTY in the course of discussions, studies, or other work undertaken between the PARTIES is known or reasonably should be known by the RECEIVING PARTY to be confidential or proprietary, or is of a confidential or proprietary nature, and that it is made in the course of discussions, studies, or other work undertaken between the PARTIES.

Notwithstanding the foregoing enumeration, in case of doubt as to whether particular information is confidential, the same shall be treated as CONFIDENTIAL.

2. The RECEIVING PARTY agrees that (1) all Confidential Information shall be used solely for the purpose of considering and implementing the Procurement of Managed Security Services as requested by the DISCLOSING PARTY, except as otherwise required by law; (2) All Confidential Information shall remain at all times the property of the DISCLOSING PARTY; and (3) except as may be required by applicable law or legal process, it will not distribute, disclose or disseminate such Confidential Information to anyone, except those employees of the RECEIVING PARTY who need to know such Confidential Information for the purpose for which it is disclosed, unless and until such time as:

- a. Such information is generally available to the public other than as a result of a breach of this Agreement; or
- b. Such information is already in the possession of the RECEIVING PARTY without restriction and prior to any disclosure hereunder; or
- c. Such information is or has been lawfully disclosed to the RECEIVING PARTY by a third party, not employed by or otherwise affiliated with the DISCLOSING PARTY, who is not known by the RECEIVING PARTY to be prohibited by contractual, legal, or judgment obligation from disclosing the same; or
- d. Such information is obliged by law or proper government authority to be disclosed, in which case, the RECEIVING PARTY shall notify the DISCLOSING PARTY in writing of the circumstances under which such disclosure will be made, including the nature of the disclosure and the entity to which it is to be made.



Prof. Uteris

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Notwithstanding the above, if the RECEIVING PARTY is obliged or required by any court or governmental, regulatory, or other body or person, to disclose Confidential information, it shall, if so required in writing and for valid and lawful reasons by the DISCLOSING PARTY, and if practicable or feasible, cooperate with the DISCLOSING PARTY in opposing such requirement or request, subject to the duty of the DISCLOSING PARTY to shoulder the necessary litigation and related expenses for the purpose.

3. Neither party shall, without the prior written consent of the DISCLOSING PARTY:


- a. Disclose to any person that it possesses such Confidential Information;
- b. Disclose any or all parts of the Confidential Information to any person, including any third party or other employee of the DISCLOSING PARTY, unless such persons are required to have knowledge of the Confidential Information for the PARTIES to achieve their mutual purposes, as may be determined by the original DISCLOSING PARTY,
- c. Reproduce, copy or permit to be reproduced or copied Confidential Information in any medium or form, without the written approval of the DISCLOSING PARTY.

4. Violation of any material provision of this Agreement shall give the DISCLOSING PARTY the right to unilaterally terminate the PROCUREMENT OF MANAGED SECURITY SERVICES CONTRACT and shall render the RECEIVING PARTY liable for damages suffered by the DISCLOSING PARTY on account of such violation, without prejudice to other remedies available to the DISCLOSING PARTY under law or equity.

5. It is understood that this Agreement is not to, and does not, obligate any PARTY to enter into any further agreements or proceed with any possible relationship or other transaction with the other PARTY as long as it does not contravene the provisions of this Agreement.

6. All Confidential Information supplied by the DISCLOSING PARTY is without any express or implied warranty of any kind. Unless agreed in writing, the DISCLOSING PARTY does not warrant or make any representations regarding the use or the results of the use of the Confidential Information in terms of their correctness, accuracy, reliability, or otherwise. The RECEIVING PARTY agrees to hold the DISCLOSING PARTY free from any liability and/or any claims arising out of the use of or in reliance to the Confidential Information.

7. This Agreement shall survive, and the duty of the RECEIVING PARTY to hold Confidential Information in confidence shall remain in effect until the DISCLOSING PARTY sends to the RECEIVING PARTY a written notice releasing the RECEIVING PARTY from this Agreement.

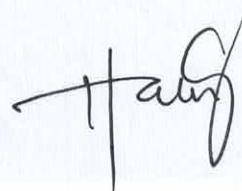
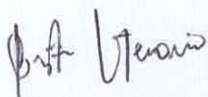


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8. Each PARTY reserves all rights it may have by law or contract to its Confidential Information and no rights or obligation other than those expressly stated herein are granted or implied from this Agreement, unless otherwise agreed in writing by the PARTIES. No license is hereby granted by one PARTY to the other, directly or indirectly, under any existing patent, invention, discovery, copyright, trade secret, trademark, service mark, or other intellectual property held or obtained in the future by either PARTY.
9. Each PARTY warrants that it has full right and authority to enter into this Agreement, and that it is, unless expressly identified otherwise, the owner of its respective Confidential Information; and that it has the right to disclose its Confidential Information to the other party and to authorize the other party to use the same for the mutual purpose or purposes of the PARTIES.
10. The PARTIES agree to immediately notify each other in writing or otherwise if any one of them becomes aware of any disclosure of Confidential Information that it knows or believes to be unauthorized by the other PARTY.
11. The DISCLOSING PARTY may, at any time, request the RECEIVING PARTY to return any material containing, pertaining to or relating to the Confidential Information and all related documentation and all copies and installations thereof and may, in addition, request the RECEIVING PARTY to furnish a written statement to the effect that, upon such return, the RECEIVING PARTY has not retained in its possession, or under its control, either directly or indirectly, any such material. As an alternative to the return of the material contemplated herein, the RECEIVING PARTY shall, at the instance of the DISCLOSING PARTY, destroy such material and furnish the DISCLOSING PARTY with a written statement to the effect that such material has been destroyed. The RECEIVING PARTY shall comply with the foregoing request within seven (7) days of receipt of such a request. Notwithstanding anything to the contrary in this Agreement, the RECEIVING PARTY shall not be obligated to erase Confidential Information that is contained in an archived computer system backup made in accordance with the RECEIVING PARTY's security and/or disaster recovery procedures provided that such archived copy will (i) eventually be erased or destroyed in the ordinary course of the RECEIVING PARTY's data processing procedures; and (ii) such copy shall remain fully subject to the obligations of confidentiality stated herein, until the earlier of the erasure or destruction of such copy, or the expiration of such confidentiality obligations.
12. The PARTIES agree and acknowledge that any breach of the obligations contained in this Agreement will cause irreparable loss and would not be compensable by monetary damages alone. Accordingly, the DISCLOSING PARTY shall, in addition to the other remedies a PARTY may have at law or in equity, be entitled to obtain a specific performance or injunctive relief against the RECEIVING PARTY in relation to the threatened or actual breach of this Agreement.



13. If any provision of the foregoing terms shall be unlawful, void for any reason, or unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions of this Agreement.
14. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
15. This Agreement sets forth the entire covenant and understanding between the PARTIES concerning the confidentiality of the information disclosed pursuant to the PROCUREMENT OF MANAGED SECURITY SERVICES CONTRACT, and supersedes all previous agreements, negotiations, commitments, writings and discussions between them as to the subject prior to the date hereof. There are no prior representations or warranties between the parties relating to the Confidentiality of the Information of this Agreement and the PROCUREMENT OF MANAGED SECURITY SERVICES CONTRACT, This Agreement shall not be modified except in writing, signed by the PARTIES.
16. It is recognized by the PARTIES that this Agreement is subject to review by the Office of the Government Corporate Counsel (OGCC), whose comments and suggestions shall be herein incorporated.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of this date first written above.

RECEIVING PARTY

DISCLOSING PARTY


Nexus Technologies, Inc.

Credit Information Corporation

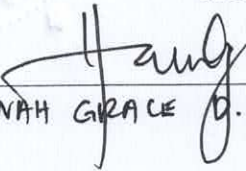
By:

By:


MARIA BRIGITE V. TENORIO


ATTY. BEN JOSHUA A. BALTAZAR

SIGNED IN THE PRESENCE OF:


HANNAH GRACE G. GARDUZA


CHRISTOPHER L. TUMPALAN

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY, METRO MANILA) SS.
MAKATI CITY

BEFORE ME, a Notary Public for and in the City of MAKATI CITY, on this 10 day of NOV 2023, personally appeared the following person/s:

NAME	GOVERNMENT ID	DATE/PLACE OF ISSUE
ATTY. BEN JOSHUA A. BALTAZAR	N02-19-045918	18 Oct. 2023/18 Oct. 2023
MARIA BRIGITE V. TENORIO	P23994810	17 NOV. 2022/16 NOV. 2022

who have been identified by me through the foregoing competent evidence of identities, personally appeared before me and attested to me that the signatures appearing on the foregoing instrument was voluntarily affixed by them and that the instrument is their free and voluntary act and deed, as well as of the corporations they respectively represent.

This instrument refers to a NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT which consists of six (6) pages, including the page whereon this acknowledgment is written, and which is signed by the Parties and their instrumental witnesses on each and every page hereof.

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Book No. 35
Series of 2023.

ATTY. EUGENIO GAMAL FERRER
Notary Public for and in Makati City
Until Dec. 31, 2024 (2023-2024), Appt. No. M-522
Roll No. 85695, TIN 208286514
Rm. 412, 4th Flr. VGP Center, Ayala, Makati City
PTR No. 9733997, 05/05/2023, Makati City
IBP No. 338327, 05/09/2023, Makati City