

**Contract Agreement**

**Project :** Procurement of Highly Technical Consultant (HTC) for the NEW SAE Accreditation Project

**Contract No. :** 2023-BDC(014)-NPHTC0029-C0003

**THIS AGREEMENT** is made on the 6th day of October 2023 by and between:

**CREDIT INFORMATION CORPORATION (CIC)**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 11th Floor, Exchange Corner Building, 107 V.A. Rufino Street corner Esteban St., Legaspi Village, Alabang City, Philippines, represented herein by its President and Chief Executive Officer, **ALBERTY BEN JOSHUA A. BALTAZAR** (hereinafter referred to as "Procuring Entity");

- and -

**EMMANUEL REY R. CAINTIC**, Filipino, of legal age, with official address at 26A Scout Castor Laging Handa, Quezon City, and hereinafter referred to as the "CONSULTANT".

**-WITNESSETH That-**

**WHEREAS**, under Section 53.7 of the Republic Act (R.A.) 9184 and its revised Implementing Rules and Regulations (IRR), negotiated procurement for Highly Technical Consultant may be resorted to in the case of individual consultants hired or engaged to do work that is highly technical or proprietary;

**WHEREAS**, the Procuring Entity, through the Business Development and Communications, pursuant to the approved Resolution to Engage Consultant No. 2023-BDC(014)-NPHTC-0029 dated 29 September 2023, on the hiring of highly technical consultant shall perform work that cannot be performed by regular personnel of the **PROCURING ENTITY**, engages the services of the **CONSULTANT** for the aforementioned purpose.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants and stipulations contained in this Agreement, the parties hereto have agreed, and do hereby agree and declare the following:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) Terms of Reference (TOR);
- (b) Consultant's Proposal and all other documents or statements submitted in response for the project;
- (c) Notice of Award;
- (d) Other contract documents that are subsequently required for execution or completion after the contract execution, such as the Notice to Proceed and Variation Orders; and
- (e) All provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, which shall constitute as the primary sources for the terms and conditions of the Contract, and that which shall govern during contract implementation.

## CONTRACT DURATION

2. This Contract shall be valid for a period of **NINETY (90) WORKING DAYS**. Extension of the period may be allowed on justifiable grounds as determined by and/or subject to the approval of the Procuring Entity, provided that there shall be no additional expense to the Procuring Entity other than what is stipulated in this Contract.

## SCOPE OF WORK

3. The scope of work involves the review of the NSAE's technical proposals to the Procuring Entity and should cover all components of the review and the provision of appropriate recommendations to the Procuring Entity, such as but not limited to:
  - a. Formulate and submit a scoring system that will be used in quantifying the evaluation results pertaining to technical, non-technical and legal requirements, and propose mechanics and criteria for evaluating the proposals following Rules II and III on the requirements of CIC Circular No. 2023-02 Series of 2023;
  - b. Assess and report to the Procuring Entity regarding the applicants' technical expertise, experience, and capability to operate as a functional SAE;
  - c. Evaluate and report to Procuring Entity the applicants' information on the technical descriptions and/or specifications of data privacy, information security policies, cybersecurity, communications and technology infrastructures, business continuity and procedures to ensure the confidentiality, integrity, and security of the credit data to be processed;
  - d. Assess and report to the Procuring Entity about the applicants' proposed technology for security, infrastructure, security of premises, internal control procedures, and systems to protect confidential data from improper, unauthorized, or accidental access use and loss, and to ensure business continuity and data retention in case of service reputations;
  - e. Prepare presentation materials to be used by NSAE-TWG for committee and Board Meetings;
  - f. Attend meetings with Procuring Entity's Officials and the Board to discuss issues related to this task when necessary; and
  - g. The work shall cover all components of the review and contain appropriate recommendations to the Procuring Entity, such as, but not limited to, the conduct of needed activities to produce the desired outputs, including the submission of all recordings, evaluation documents, monitoring reports, and the transfer of knowledge from NSAE Consultant to the Procuring Entity.

The engagement of the NSAE Consultant is for a period of ninety (90) working days and directly reports to the NSAE-TWG Chairman for administrative supervision. However, all the technical reports and outputs should be reviewed and endorsed by the Procuring Entity New SAE Technical Working Group (NSAE-TWG) prior to submission.

## RESPONSIBILITIES OF THE CONSULTANT

4. In consideration of the payments to be made by the Procuring Entity to the Consultant, the Consultant's service shall commence upon communication from the NSAE TWG that there is an NSAE applicant to be evaluated.
5. The Consultant's responsibilities with respect to this project are as follows:
  - a. Provide the necessary basic equipment and software (e.g. desktop computer or laptop, office productivity, and internet software) for his/her use in the duration of the project as cleared by the Credit Information Management and Services Group - Technical

- Support Department (CIMSG-TSD), including the engagement of additional personnel at no cost to Procuring Entity, as cleared by the NSAE TWG;
- b. Meet with the NSAE TWG as necessary to ensure the timely conduct of activities and submission of deliverables;
  - c. Submit the deliverables as indicated in the methodology used and project plan accepted by the Procuring Entity;
  - d. Be required to sign a confidentiality and non-disclosure agreement (CNDA) upon receipt of the Notice of Award (NOA); and
  - e. Provide adequate resources to ensure the efficient, effective, and timely completion of the terms of this TOR.
6. The Consultant 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.

### ACTIVITIES AND LOCATION

7. The technical evaluation will be located and performed at the following locations:
- a. Procuring Entity's headquarters located at the 6th Floor, Exchange Corner Building 107 V.A. Rufino Street, corner Esteban Street, Legaspi Village, Makati City; or
  - b. Any convenient location as requested by NSAE Consultant which should be expressly approved by the Procuring Entity.

The NSAE Consultant may need to spend time on-site or at relevant locations for the applicant. When practicable, they may also opt to work off-site for non-sensitive activities.

### DELIVERABLES

8. The Consultant shall perform the following based on the scope of work and in accordance with the timeline:
- a. Submission of a Project Plan (evaluation, methodologies, and criteria, resources to be used, if any) detailing all the dates for the work phase, deliverables, review meetings, report delivery and report allocations five (5) days before the start of the contract;
  - b. Reports to the MANCOM, Board Committees, and Board of Directors (BOD) and coordinates with the NSAE-TWG and the stakeholders involved;
  - c. Submission of milestones or activity reports, or as agreed upon, including but not limited of the following:
    - c.1. Inception Report
    - c.2. Interim Report
    - c.3. Monitoring Report
    - c.4. Final or Terminal Report
  - d. Submission of an inception report detailing the initial result of the technical evaluation conducted, and monitoring report to the NSAE-TWG;
  - e. Submission of an executive summary report detailing the engagement's scope, approach, and summary recommendations aimed at senior management. It must contain non-technical description of all findings along with discussions of the inherent business risks and recommended risk management strategies. Must report the same to the BOD of the Procuring Entity;
  - f. Submission of a final or terminal report covering details discussed in the Executive Report;
  - g. Presents the outcome of the evaluation to the IT and Risk committees of the board of directors; and

- h. Compile all reports and submit at the end of the project engagement with executive summary.

## PROJECT TIMELINE

9. Procuring Entity shall engage the services of the NSAE Consultant for an estimated period of ninety (90) working days. Any amendment or modification of the work schedules shall be made only upon the prior written endorsement of the Procuring Entity NSAE-TWG to the management for approval. In which case, the engagement shall be correspondingly extended for such period as is called for by the amendment or modification under the same terms, with no additional cost on the part of Procuring Entity.

The NSAE Consultant may request a lockdown provided by justification that clearly explains the reason for the timeline adjustment as well as the revised timeline as agreed and resolved by the NSAE-TWG through a resolution in case of time constraints in the project timeline and schedule.

## RESPONSIBILITIES OF THE PROCURING ENTITY

10. The Procuring Entity shall pay, subject to existing disbursement, accounting and auditing rules and procedures, the services of the CONSULTANT in the total amount of **PHILIPPINE PESOS FIVE HUNDRED THOUSAND and 00/100 (Php500,000.00)**, inclusive of VAT, detailed as follows:

Position	Contract Duration	Amount
Highly Technical Consultant	Ninety (90) working days	PhP500,000.00

Payment shall be made in tranches and subject to submission of outputs/deliverables by the CONSULTANT to justify payment. The schedule of milestones is provided below:

Milestones/ Activities	Deliverables	Payment
1. Mobilization and submission of criteria	Inception Report with the Project Plan that includes evaluation, methodologies, and criteria as preliminary requirements	20%
2. Submission of an Interim Report and presentation to ManCom upon endorsement by the Procuring Entity NSAE-TWG	Interim Report with the Initial Evaluation and Monitoring Report and Presentation to ManCom, IT Comm and Risk Comm, and eventually to BoD	15%
3. Presentation of technical evaluation report and recommendation for acceptance by the Board	Interim 1 : Evaluation and Monitoring Report and Presentation to ManCom, ITComm and RiskComm, then eventually to the BoD	15%
4. Monitoring and reporting on the implementation of the Applicant's proposed system	Interim 2: Evaluation and Monitoring Report and Presentation to ManCom, ITComm and RiskComm, then eventually to the BoD	15%
5. Submission of Final Report	Final Monitoring Report	15%
6. Closure and clearance	Final evaluation report and terminal report with compilation of all reports	20%
<b>TOTAL</b>		<b>100%</b>

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



- a. Grant the NSAE Consultant access to the Procuring Entity premises, equipment, and facilities located therein to perform its obligations, provided that he/she will be accompanied by duly assigned personnel of the Procuring Entity;
- b. Secure the necessary access pass and building permit required by the facility administrator and assume responsibility for the safe custody and use of the equipment installed by the NSAE Consultant, if any;
- c. Provide all the information and materials needed to accomplish the scope of work;
- d. Review the submitted reports and deliverables as part of monitoring the progress of the project;
- e. Provide assistance related to the communication between the NSAE Consultant and operational groups;
- f. Issuance of a Certificate of Acceptance to the NSAE Consultant upon successful completion and submission of the deliverables; and
- g. Determine the acceptability of the deliverables and shall be the approving authority for all operations-related activities.

### CONTRACT TERMINATION

13. 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 Highly Technical Consultant (HTC) for the NSAE Accreditation Project on the following grounds:

- a. Termination by Default:

1. Pursuant to Section 68 of the 2016 Revised IRR, when outside of force majeure, the Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation.

#### AMENDMENT

14. Any amendment to this Agreement shall be made in writing and signed by the Procuring Entity and the Consultant.

#### ALTERNATIVE DISPUTE RESOLUTION

15. 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

16. 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.

**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

  
\_\_\_\_\_  
EMMANUEL REY R. CAINTIC  
CONSULTANT

SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
VALDIMIR HUBERT H. DELA CRUZ  
PROCURING ENTITY'S WITNESS

  
\_\_\_\_\_  
MARIA VICTORIA PILAR CAINTIC  
CONSULTANT'S WITNESS

Certified Funds Available:

  
\_\_\_\_\_  
MARIA SIENNA 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 6th day of October 2023, personally appeared the following:

Name	Competent Evidence of Identification	Date of Issue/ Expiry Date	Place of Issue
ATTY. BEN JOSHUA A. BALTAZAR	NOI-19-045918	14 October 2019/ 18 October 2023	
EMMANUEL REY R. CAINTIC			

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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Book No. 1  
Series of 2023

  
**ATTY. AREL F. AUXILLOS-CAYANAN**  
Notary Public  
Unit 307 MQI Center Loyola, Heights, Quezon City  
E-Mail address: attyafacayanan@gmail.com  
PTR No. 4056868D/12 January 2023/Quezon City  
IBP No. 287210/13 January 2023/Quezon City  
MCLE 8th Comp. B.O. No. 1, S.2008  
Roll No.77070 dated 05-30-2022 at Quezon City