

## Contract Agreement

**Project** : **RENEWAL OF MANAGED FIREWALL SERVICES**  
**Contract No.** : **2021-CIMS(017)-PB037-C003**



NOV 12 2021

**THIS AGREEMENT** made the \_\_\_ day of \_\_\_\_\_ 2021 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 6<sup>th</sup> 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 -

**QUESTECH CO. INC.**, represented by its Account Manager, **CLAUDINE M. DELA CRUZ**, authorized through Secretary Certificate dated November 2, 2021 with office address at G/F 178 Yakal St. San Antonio Village, Makati City, Philippines, hereinafter called “the **Supplier**”;

**WHEREAS**, upon invitation of the Procuring Entity, the Supplier submitted a bid for the **Renewal of Managed Firewall Services** in the amount of **FOUR MILLION, TWO HUNDRED NINETY-NINE THOUSAND, EIGHT HUNDRED NINETY-NINE AND 00/100, (PhP4,299,899.00)**, Philippine Pesos, inclusive of all applicable government taxes and charges, hereinafter called “the **Contract Price**”;

**WHEREAS**, the Procuring Entity accepted the bid of the Supplier through Resolution No. 2021-CIMS(017)-PB-037, which was approved by the Head of Procuring Entity on 18 October 2021.

### **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 Supplier'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.

**PERIOD OF AGREEMENT**

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

Parties understood that included in this Agreement is the management by the Supplier of the two FortiSwitch 1024D for a period of one year and four months commencing from the period indicated in this Section 3. The management of the FortiSwitch 1024D shall cover the following: 1. Advanced Hardware Coverage 2. Web/Online Firmware & General Updates 3. 24x7 Enhanced Support 4. 24x7 Telephone Support.

**OBLIGATIONS OF THE SUPPLIER**

- 4. The Supplier shall:
  - a. 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 CIC provided document template
  - b. Provide a Service Delivery Manager (SDM) as a single point of contact for technical support and service delivery concerns. The SDM shall notify the CIC seven (7) days prior to any scheduled maintenance and other service interruption. The same shall likewise submit quarterly reports to the CIC to attest compliance to the SLA
  - c. Provide a 24x7 technical support facility and capability, consisting of an online help-desk facility and competent technical support personnel
- 5. In consideration of the payments to be made by the Procuring Entity to the Supplier, the Supplier hereby covenants to deliver said goods and services to the Procuring Entity for the period set forth:

Lot	Description	Delivered Weeks, Months
1	Managed Firewall Services	Thirty (30) calendar days from receipt of Notice to Proceed

- 6. The **Supplier** shall:
  - a. Provide one (1) year Managed Firewall Services to the Procuring Entity within the maintenance period, as indicated in the Technical Specifications.

- b. Remedy defects therein in conformity with the provisions of this Agreement in all respects.
7. 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 in Section 62 of R.A. 9184 and its IRR.
8. The **Supplier** 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 OF THE PROCURING ENTITY

9. The **Procuring Entity** shall:
- Grant the Supplier'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 CIC Technical Support Department
  - 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 Supplier
  - Monitor the provided services and verify if the parameters under the Service Level Agreement are met and performed by the Supplier
  - Issuance of a Certificate of Inspection and Acceptance to the Supplier upon successful completion of the testing certifying that the Supplier conforms to all requirements stipulated in this document
  - Pursuant to General Procurement Policy Board (GPPB) Resolution No. 019-2006 dated 06 December 2006, at the end of each year, the CIC will conduct an assessment of the quality of service provided particularly the cost charged by the Supplier and the range of services it offers against other service providers in the area
  - Conducts assessment/evaluation of the Supplier 60 days before the end of the contract
10. The **Procuring Entity** hereby covenants to pay the **Supplier**, 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 the submission of billing statement and other supporting documents by the Supplier, subject to the issuance of certificate of satisfactory service by the CIC.*

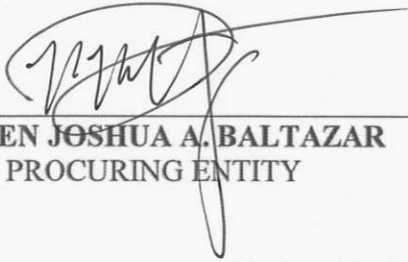
*The start of billing shall be based on the date of issuance of "Certificate of Acceptance."*

**AMENDMENT**

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

**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



**CLAUDINE M. DELA CRUZ**  
SUPPLIER

SIGNED IN THE PRESENCE OF:



Digitally signed by Fadriquela Marbin  
Moraleda  
Date: 2021.11.04 19:08:17 +08'00'

**MARBIN M. FADRIQUELA**  
PROCURING ENTITY'S WITNESS



**ARIEL M. CALISING**  
SUPPLIER'S WITNESS

Certified Funds Available:



**MA. SIENNA M. CABASIS**  
Acting Chief Accountant

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

ACKNOWLEDGEMENT

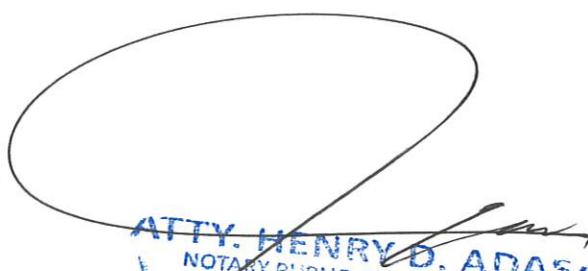
BEFORE ME, a Notary Public for and in Makati City, Metro Manila, Philippines, this  
\_\_\_\_\_ day of NOV 12 2021, personally appeared the following:

Name	Competent Evidence of Identification	Date of Issue/ Expiry Date	Place of Issue
ATTY. BEN JOSHUA A. BALTAZAR	N02-19-045918	October 24, 2019/ October 18, 2022	
CLAUDINE M. DELA CRUZ	P1004842B	JUN 10, 2019 JUN 05 2021	DFA PCR

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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**ATTY. HENRY D. ADASA**  
NOTARY PUBLIC CITY OF MANILA  
UNTIL DECEMBER 31, 2021  
NOTARIAL COMMISSION 2020-097 MLA  
IBP NO. 141253 - 01/04/2021, PASIG  
PTR NO. 9826143 - 01/05/2021 MLA  
ROLL NO. 29679, TIN: 172-528-620  
MCLE COMPL. NO. VII-0000165  
URBAN DECA HOMES MANILA, B-2, UNIT 354