

Contract Agreement

Project : RENEWAL OF MANAGED SECURITY SERVICES
Contract No. : 2021-CIMS(015)-PB036-C002

THIS AGREEMENT made the 19th day of October 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 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 Senior Account Manager - Sales, **MARIA BRIGITE B. VILLEGAS**, authorized through Secretary Certificate dated October 13, 2021 with office address at 8/F, 9F & 10/F Nexus Center 1010 Metropolitan Ave. and Kamagong St., Brgy. San Antonio, Makati City, Philippines, hereinafter called "the **Supplier**";

-WITNESSETH That-

WHEREAS, upon invitation of the Procuring Entity, the Supplier submitted a bid for the **Renewal of Managed Security Services** in the amount of **SEVEN MILLION, SEVEN HUNDRED FIFTY THOUSAND AND 00/100 (PhP7,750,000.00)**, Philippine Pesos, inclusive of all applicable government taxes and charges, hereinafter called "the **Contract Price**";

WHEREAS, the Procuring Entity accepted the bid of the Supplier through Resolution No. 2021-CIMS(015)-PB-036, which was approved by the Head of Procuring Entity on 6 October 2021.

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. 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 Security Service Technology or Thirty (30) Calendar days from the receipt of the Notice to Proceed, whichever is later.

OBLIGATIONS OF THE SUPPLIER

- 4. 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 Security Services	Thirty (30) calendar days from receipt of Notice to Proceed

- 5. The **Supplier** shall:
 - a. Provide one (1) year Managed Security 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.
- 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 in Section 62 of R.A. 9184 and its IRR.
- 7. 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

8. 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.

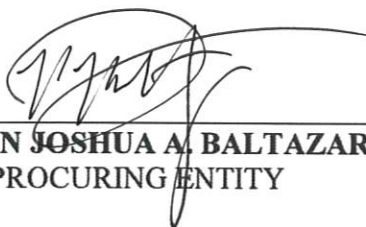
The start of billing shall be based on the date of issuance of "Certificate of Acceptance."

AMENDMENT


9. 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




MARIA BRIGITE B. VILLEGAS
SUPPLIER

SIGNED IN THE PRESENCE OF:



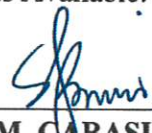
MARBIN M. FADRIQUELA
PROCURING ENTITY'S WITNESS

Digitally signed by Fadriquela
Marbin Moraleda
Date: 2021.10.14 14:10:28 +08'00'



HANNAH GRACE D. GADIAZA
SUPPLIER'S WITNESS

Certified Funds Available:



MA. SIENA 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
OCT 20 2021 day of _____, 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	
MARIA BRIGITE B. VILLEGAS	N26-19-027894	JANUARY 08, 2019/ JANUARY 08, 2024	

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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Series of 2021

FELIPE T. MEDAN JR.
Notary Public for and in Makati City
Until Dec. 31, 2022, Appt. No. M-09
Roll No. 27625, TIN 126897308
Rm. 412, 4th Flr. VSP Center, Ayala, Makati City
2021 PTR No. 9792919, 15/7/2021
IBP No. 119432, 06/17/2020
MCLE Compliance No. VI-001206