

## CONTRACT AGREEMENT


### *For the Provision of One (1) Maintenance Support for the Existing Unified Threat Management (UTM) Appliance in the NEDA Central Office Data Center*


THIS AGREEMENT, made this \_\_\_\_\_ day of MAR 01 2019, 2019 by and between:


The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 12 St. Josemaria Escriva Drive, Ortigas Center, Pasig City, duly represented herein by **UNDERSECRETARY JOSE MIGUEL R. DE LA ROSA**, hereinafter referred to as the "**Procuring Entity**";

- and -

**NEXT INNOVATION, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 28A San Ignacio Street, Barangay Kapitolyo, Pasig City, Philippines, duly represented herein by **MS. JANETH B. DEL CARMEN**, hereinafter referred to as the "**Supplier**";

 **WHEREAS**, upon the invitation of the Procuring Entity, the Supplier submitted a bid for the Provision of One (1) Maintenance Support for the Existing Unified Threat Management (UTM) Appliance in the NEDA Central Office Data Center in the amount of ONE MILLION EIGHT HUNDRED THIRTY THOUSAND PESOS (Php1,830,000.00), inclusive of all applicable government taxes and charges (hereinafter referred to as the "**Contract Price**")

 **WHEREAS**, the Procuring Entity accepted the bid of the Supplier through NEDA Bids and Awards Committee for Goods and Infrastructure Projects (NBAC-GIP) Resolution No. 08 (2019), which was approved by the Head of the Procuring Entity on 15 February 2019

 **NOW THEREFORE**, for and in consideration of the abovementioned premises, the Procuring Entity and the Supplier hereby agree 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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
  - (a) Bid Documents consisting of:
    - i. Invitation to Bid;
    - ii. Instructions to Bidders
    - iii. Bid Data Sheet
    - iv. General and Special Conditions of the Contract

- v. Schedule of Requirements and Technical Specifications; and
  - vi. Terms of Reference
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- (b) Supplier's Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements contained in the Bidder's bidding envelopes, as annexes;
  - (c) Bid Bulletin No. 01 issued on 11 December 2019;
  - (d) Performance Security;
  - (e) NBAC-GIP Resolution No. 08 (2019);
  - (f) Abstract of Bids;
  - (g) Detailed Evaluation and Post-Qualification Evaluation Report;
  - (h) Notice of Award with the Supplier's *Conforme* thereto;
  - (i) Notice to Proceed (NTP);
  - (j) Amendment to the Contract, if any;
  - (k) Other contract documents that may be required by existing laws and/or the Procuring Entity;

### PERIOD OF THE AGREEMENT

- 3. This Agreement shall be for a period of one (1) year, commencing from the date of receipt of the NTP by the Supplier or the day after the expiration of existing Sophos SG-550 (on February 4, 2019) and SG-330 (on April 4, 2019), 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 supply and deliver said goods and services to the Procuring Entity within fifteen (15) calendar days from receipt of the NTP or the day after the expiration of existing Sophos SG-550 (on February 4, 2019) and SG-330 (on April 4, 2019), whichever is later.
- 5. The Supplier shall:
  - (a) Provide one (1) year maintenance support for the existing UTM equipment and render support services to the Procuring Entity within the maintenance period, as indicated in the Terms of Reference.
  - (b) Remedy any defects therein in conformity with the provisions of this Agreement in all respects.
- 6. Upon acceptance by the Procuring Entity of the delivered goods and/or services, the Supplier shall post a warranty security, which shall be covered by either the retention money in an amount equivalent to one percent (1 %) of every progress payment or a special bank guarantee equivalent to one percent (1 %) of the total Contract Price, at the option of the Supplier.
- 7. If the Supplier fails to deliver any or all of the goods and/or services within the period(s) specified in this Agreement, the Procuring Entity shall, without prejudice to its other remedies under this Agreement and under the applicable laws, deduct from the Contract Price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the undelivered/unperformed portion of the

goods/services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the Contract Price. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, the Procuring Entity may rescind or terminate the Agreement, without prejudice to other courses of action and remedies available under the circumstances.

#### **OBLIGATIONS OF THE PROCURING ENTITY**

8. The Procuring Entity hereby covenants to pay the Supplier in consideration of the delivery of said goods and services, the Contract Price or such other sum as may become payable under the provisions.

#### **AMENDMENT**

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

#### **ALTERNATIVE DISPUTE RESOLUTION**

10. 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. The venue of the proceedings shall be in Pasig City.

#### **VENUE IN CASE OF SUIT**

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

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the day and year first before written.

**NATIONAL ECONOMIC AND  
DEVELOPMENT AUTHORITY**

Represented by:

  
**JOSE MIGUEL R. DE LA ROSA**

Undersecretary for Central Support Office

**NEXT INNOVATION, INC.**

Represented by:

  
**JANETH B. DEL CARMEN**

Senior Account Manager

**SIGNED IN THE PRESENCE OF:**

  
**JOSE RYAN P. BABON**

Information Technology Officer III  
OIC, Information and Communications  
Technology Staff  
12 St. Josemaria Escriva Drive, Ortigas  
Center, Pasig City

  
**MILDRED A. ABIERA**

Account Manager  
Next Innovation, Inc.  
28A San Ignacio Street, Barangay  
Kapitolyo, Pasig City, Philippines

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
**PASIG CITY** ) S.S.


**BEFORE ME**, a Notary Public for and in **PASIG CITY**, this **MAR 01 2019**,  
personally appeared the following with their respective proofs of identity indicated  
beside their names:

<b>NAME</b>	<b>PROOF OF IDENTITY</b>
Jose Miguel R. De La Rosa	Official Passport # S0012632A
Janeth B. Del Carmen	SSS ID # 33-5285047-01

known to me to be the same persons who executed the foregoing Agreement  
consisting of four (4) pages, including this Acknowledgment, and they acknowledged  
to me that the same is their free and voluntary act and deed as well as that of the  
entities which they respectively represent.

**WITNESS MY HAND AND SEAL**, on the day, year and place above written.

Doc. No. 215;  
Page No. 44;  
Book No. XXXIX;  
Series of 2019.

  
**ATTY. EDWIN C. CONDAYA**  
NOTARY PUBLIC  
**PASIG, PATEROS, SAN JUAN**  
UNTIL DEC. 31, 2019  
PTR NO. 3425002 / 1-03-19  
**IBP NO. 019004 / 12-19-17 / UNTIL 2019**  
ROLL NO. 26683  
TIN NO. 210-588-191-000  
MCLE V-0004493  
**2ND FLOOR ARMAL BLDG. URBANO**  
**VELASCO AVE. MALINAO PASIG CITY**