

SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Service Contract (the "Contract") is made and entered in the City of Pasig, Metro Manila, by and between:

THE CITY OF PASIG, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Pasig City Hall, Caruncho Avenue, Pasig City, herein represented by **HON. VICTOR MA REGIS N. SOTTO**, in his capacity as City Mayor;

- and -

NIKOSTEK INC. a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Terraces at Woodberry, San Luis City of Antipolo, Rizal represented by **MARK RANSLIE C. LEAL** (a copy of the Secretary's Certificate evidencing such authority is attached as Annex "A"), hereinafter referred to as the "**CONTRACTOR**".

Each referred to as a "**PARTY**" and collectively as "**PARTIES**".

WITNESSETH: THAT

WHEREAS, THE CITY OF PASIG has a requirement for **Renewal of Maintenance Agreement for Pasig Health Monitor, Pasig Pass and Vaccine Management and System Cloud Subscription - Management Information System Office** under Request for Quotation No. 100-23-05-867 (the "Services");

WHEREAS, THE CITY OF PASIG resorted to Direct Contracting pursuant to Section 50 of the Revised Implementing Rules and Regulations ("IRR") of Republic Act ("R.A.") No. 9184 and the Guidelines on the Procurement of Water, Electricity, Telecommunications and Internet Service Providers;

WHEREAS, the CONTRACTOR submitted quotation to undertake the said Services;

WHEREAS, THE CITY OF PASIG has accepted the proposal of the **CONTRACTOR**, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** agree as follows:

ARTICLE I SCOPE OF UNDERTAKING

This Service Contract shall cover all the items found in the Request for Quotation/Terms of Reference hereto attached as Annex "B"

ARTICLE II
CONTRACT PERIOD

The delivery period shall be thirty (30) calendar days upon receipt of the Notice to Proceed. Subscription duration shall not exceed 31 December 2023, renewable subject to the Guidelines on Renewal of Regular and Recurring Services under Appendix 37 of the 2016 revised IRR of R.A. No. 9184. Within the period of the effectivity of the Contract, **THE CITY OF PASIG** may terminate the same, with or without cause, without incurring any liability whatsoever, without need for judicial intervention, upon ten (10) days written notice to the **CONTRACTOR**.

ARTICLE III
CONTRACT AMOUNT

In consideration for the Services to be undertaken by the **CONTRACTOR** specified in Article I hereof, for the entire period stated in Article II hereof, the CITY OF PASIG shall pay **CONTRACTOR** based on the monthly billing statement/statement of account/invoice/billing invoice/others with complete and correct supporting documents/attachments and computations in an aggregate amount not to exceed **Three Million Sixty Thousand Pesos (Php 3,060,000.00)** subject to applicable withholding tax. The **CONTRACTOR** shall hold the **CITY OF PASIG** free from liability for any and all taxes and government fees and charges arising out of this transaction.

ARTICLE IV
CONTRACTOR'S WARRANTIES

The **CONTRACTOR** hereby warrants that:

1. The Contractor is duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and its representative/s is/are capable and have the requisite power, authority, permits, clearances, and licenses to enter into this Service Contract.
2. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets, or business condition.
3. That the Services to be rendered herein shall be as described under Article I of this Contract and the **CONTRACTOR** has secured all the necessary government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability or adverse claims of every nature and description that would prevent or hinder it from rendering the said Services.
4. The **CONTRACTOR** has sufficiently experienced and competent personnel able to perform the Services under this Contract. It is understood that the **CONTRACTOR** shall exercise complete and unequivocal control and

supervision over its staff in the performance of their respective functions and duties.

5. The **CONTRACTOR** shall protect and exercise due care and proper handling of the properties belonging to or in the possession of **THE CITY OF PASIG** during the performance of its Services.

ARTICLE V CLAIMS AND DISPUTES

All claims and disputes relating to or arising out of this Contract shall, as much as possible, be settled amicably by the **PARTIES** before resorting to any judicial action.

If the **PARTIES** fail to settle their differences or disputes, the **PARTIES** waiving for the purpose any other venue, hereby agree that the appropriate courts of the City of Pasig shall be the exclusive venue of any or all actions or suits between the **PARTIES** to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

In the event that a dispute arises with respect to this Contract, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining such party's rights or in preparing to enforce, or in enforcing, such party's rights under this Contract, whether or not it was necessary for such party to institute suit.

ARTICLE VI DAMAGES FOR DELAY

The **CONTRACTOR** shall complete the implementation of the Services within the time prescribed in Article II hereof. Should the **CONTRACTOR** incur delay in its performance, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **THE CITY OF PASIG** shall have the option to rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

ARTICLE VII DEFAULTS

In the event that any of the **PARTIES** fail to comply in good faith with their undertakings, as set forth in this Contract, within the periods provided herein, the non-defaulting party shall be released from its obligations under this

Contract, without prejudice to the rights of restitution, recovery and damages.

In the event of breach by either party, the **PARTIES** agree to amicably settle the same under the provisions of Article VI hereof prior to judicial action.

In the event settlement cannot be made, the **PARTIES** shall abide by the provisions of law with respect to default.

ARTICLE VIII INDEMNIFICATION

1. The CONTRACTOR hereby holds THE CITY OF PASIG, its guests, corporate affiliates, and any director, officer, employee, agent or any other person acting on THE CITY OF PASIG's behalf, free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the CONTRACTOR and/or THE CITY OF PASIG may incur as a result of, or arising out of, the conduct and/or pursuit of the Services and to indemnify THE CITY OF PASIG, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on THE CITY OF PASIG's behalf, from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.
2. The CONTRACTOR and its personnel shall be jointly and severally liable and shall indemnify and hold THE CITY OF PASIG, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on THE CITY OF PASIG's behalf, free and harmless for any death, injury or damage to THE CITY OF PASIG and to third persons, loss, breakage, or destruction of properties, as a consequence of the CONTRACTOR's acts or omissions, willful intent or negligence, during the performance of the Services or any of its obligations under this Service Contract.

ARTICLE IX CONFIDENTIALITY

Pursuant to this Contract, **THE CITY OF PASIG** (its officers, employees, agents, and any other person working in **THE CITY OF PASIG's** behalf) may be disclosing to the **CONTRACTOR** (its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf) Confidential Information such as but not limited to: business plans, development plans, lists, reports, financial information, design documents, specifications, notes, computer disks, hard disks, tapes, written or electronic compilations or data storage devices and/or other non-public information proprietary and confidential to **THE CITY OF PASIG** (together with any notes, analyses, compilations, studies, or other documents that are based upon, contain, or otherwise

reflect such as Confidential Information). The **PARTIES** agree as follows with respect to treatment of the above-mentioned Confidential Information:

1. The **CONTRACTOR** shall require its officers, employees, agents and other persons acting on the **CONTRACTOR's** behalf to comply with the terms of this Confidentiality Clause and shall be solidarily liable to **THE CITY OF PASIG** for unauthorized disclosures made by its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf.
2. The disclosed Confidential Information shall be used by the **CONTRACTOR** (its officers, employees, agents, and any other persons working in **THE CITY OF PASIG's** behalf) solely for the purpose of performing the Services specified in this Contract and not for any other purpose, and the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) will not disclose the Confidential Information, in whole or in part, for any other purpose.
3. Copies or reproductions of the disclosed Confidential Information shall be made only to the extent and purpose of performing the **CONTRACTOR's** Services under this Contract. Access to disclosed Confidential Information shall be limited by the **CONTRACTOR** to only those officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf who are necessary for the performance of the Services under this Contract.
4. In the event that the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) is required by law to disclose any information supplied to the **CONTRACTOR** pursuant to this Service Contract, the **CONTRACTOR** will provide **THE CITY OF PASIG** with prompt prior written notice of such requirement so that **THE CITY OF PASIG** may seek an appropriate protective order/ measure. In the event that **THE CITY OF PASIG** fails to secure the appropriate order/measure, the **CONTRACTOR** shall disclose only that portion of the Confidential Information it is legally compelled to disclose.
5. All confidential Information disclosed by **THE CITY OF PASIG** to the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) shall remain **THE CITY OF PASIG's** property.
6. Upon termination of this Contract, the **CONTRACTOR** shall return all tangible Confidential Information furnished by **THE CITY OF PASIG**. The **CONTRACTOR** will also destroy all written material, memoranda, notes, and other writings or recordings whatsoever prepared by it based upon, containing, or otherwise reflecting any Confidential Information.
7. Any Confidential Information that is not returned or destroyed, including any oral Confidential Information, shall remain subject to the confidentiality obligations herein even after the termination of this Contract until such Confidential Information is returned to **THE CITY OF PASIG** or destroyed by the **CONTRACTOR**. Any oral Confidential Information shall not be repeated to any third party by the **CONTRACTOR** (its officers, employees, agents, and any other persons

acting on the **CONTRACTOR's** behalf) even after the termination of the Contract.

8. **THE CITY OF PASIG** (its officers, employees, agents, and any other persons acting on **THE CITY OF PASIG's** behalf) shall not be liable to the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) or to any third party for any damage or injury resulting from the **CONTRACTOR's** use of the disclosed Confidential Information.
9. The **CONTRACTOR** acknowledges and agrees that monetary damages would not be a sufficient remedy for any breach of this Confidentiality Clause by the **CONTRACTOR** (its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf) and that **THE CITY OF PASIG** shall be entitled to specific performance including injunctive relief, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Confidentiality Clause but shall be in addition to all other remedies available at law or equity. The **CONTRACTOR** agrees to reimburse **THE CITY OF PASIG** for costs and expenses (including without limitation attorney's fees) incurred by **THE CITY OF PASIG** in connection with the enforcement of this Confidentiality Clause.
10. The obligations stated in this Confidentiality Clause shall also apply to Confidential Information negligently, unintentionally or inadvertently disclosed by **THE CITY OF PASIG** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) and to disclosures made by **THE CITY OF PASIG's** officers, employees, agents, and other persons ordinarily acting on **THE CITY OF PASIG's** behalf or, in breach of his/her obligation or duty to **THE CITY OF PASIG**.

ARTICLE X TAXES AND LICENSES

All amounts, claims, and expenses pertaining to licenses, permits, registrations or renewals thereof, required by the appropriate government entities for the Services performed under Contract shall be for the exclusive account of the **CONTRACTOR**.

ARTICLE XI NO EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employer-employee relationship between **THE CITY OF PASIG** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have the entire charge, control and supervision of the performance of the Services herein agreed upon. Any damage, accident, injury, or sickness of any kind, or death that may occur to any employee of the **CONTRACTOR** during the time and consequent to the performance of the work under this Service Contract shall likewise be the **CONTRACTOR's** responsibility.

The **CONTRACTOR** shall be responsible for all acts and omissions of its agents, personnel, and all persons allowed by it to have access to **THE CITY OF PASIG**'s premises, for any injury which may be caused to persons or property while remaining in any part of **THE CITY OF PASIG**'s premises.

The **CONTRACTOR** further binds itself to hold **THE CITY OF PASIG** free and harmless from any claim on account of the aforementioned injury or damage.

ARTICLE XII **MISCELLANEOUS PROVISIONS**

1. In the event that facts and circumstances arise or are discovered which render this Service Contract disadvantageous to the Government, the **PARTIES** hereto agree immediately to re-negotiate its terms and conditions, or at the option of **THE CITY OF PASIG**, terminate the same.
2. This Service Contract, and all the rights and interests herein, may not be assigned or sub-contracted to another without the consent of the other party.
3. All notices and other communications provided for or permitted hereunder shall be in writing and sent to the **PARTIES** at their respective addresses as indicated in this Service Contract.
4. If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Service Contract, which is/are otherwise valid and enforceable.
5. The **PARTIES** agree to abide by these terms and conditions in good faith.
6. The relationship between the **PARTIES** shall be limited to the performance of the terms and conditions of the Service Contract. Nothing in this Service Contract shall be construed to create a general partnership between the **PARTIES**, or to authorize any party to bind the other except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.
7. Any right or remedy conferred by this Service Contract upon the **PARTIES** shall not be exclusive of any other right or remedy, whether under this Service Contract or provided or permitted to the **PARTIES** at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to them.
8. This Service Contract constitutes the entire agreement between the **PARTIES** pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous acts, contracts, representations, warranties, and understandings of the **PARTIES**. No supplement, variation or amendment of this Service Contract shall be binding unless executed in writing by all the **PARTIES** thereto.

9. No waiver of any of the provisions of this Service Contract shall be deemed, or shall constitute a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing and signed by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto set their hands this day of 01 DEC 2023, 2023 at Pasig City.

CITY OF PASIG

NIKOSTEK INC.

By:

By:


HON. VICTOR MA REGIS N. SOTTO
City Mayor


MARK RANSLIE C. LEAL
Authorized Representative


WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:


MS. MA. THERESA B. HERNANDEZ
OIC - City Budget Office


MS. JUVY A. CUENCO
City Accountant
100-2023-05-0048-1121

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


JOHN CARLO F. FATALLO
Officer-in-Charge, MIS Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City of PASIG CITY) S.S.

BEFORE ME, a Notary Public for and in the 01 DEC 2023, on this day of _____, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
MARK RANSLIE C. LEAL	Driver's license Nof-70-1238	

Known to me to be the same person who executed the foregoing Contract of Lease consisting of nine (9) pages, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the entity they duly authorized to represent.

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

Doc. No. 203
Page No. 92
Book No. UM
Series of 2023.

ATTY. NICHOLAS MANGIT ALBOPERA
NOTARY PUBLIC
Cities of Pasig, San Juan and in the Municipality of Pateros, metro Manila
PTR No. 0162151 / Pasig City / 01/05/2023
IBP No. 219828, 05/12/2022 (MD for 2022-2023)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242-007-260-000
G/F Pasig City Hall Bldg. San Nicolas Pasig City
Appointment No. 189 (2022-2023)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig on this day of DEC 12 2023, 2023, Personally appeared Hon. Victor Ma. Regis N. Sotto, known to me and to be is known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

This Instrument consists of nine (9) pages, including this page in which this Acknowledgment is written and duly signed by the Parties.

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

Doc. No. 416
Page No. 54
Book No. 11
Series of 2023.

GIO CARLO C. MENDOZA
Notary Public for Pasig, San Juan & Pateros
Until 31 December 2023
Appointment No. 129
PTR No. 0112750, 04 January 2023, Pasig City
IBP Lifetime No. 016515, Laguna
Roll of Attorneys No. 69172
MCLE Compliance No. VII-0023809
Page 9 of 9 | REC No. 100-23-05-867 NFL
Valid until 14 April 2025

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY) S.S.

SECRETARY CERTIFICATE

I, **JOHN ROWELL P. PALAROAN**, of legal age, Filipino, as the Corporate Secretary of **NIKOSTEK INC.** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, **DO HEREBY CERTIFY** that at a special meeting of the Board of Directors of said Corporation held pursuant to law at its office address at Penthouse 1, One Corporate Center San Antonio Pasig City, the following resolution was unanimously adopted, and are now in full force and effect, to wit:

"RESOLVED, AS IT IS HEREBY RESOLVED, that **MR. MARK RANSLIE C. LEAL** is named as the representative of **NIKOSTEK INC.** to transact, file, process, follow-up, submit, make, execute, sign for and on behalf of the company any and/or all papers/documents that may be necessary/needed in connection with the Bidding with **RFQ No. 100-23-05-867: RENEWAL MAINTENANCE AGREEMENT FOR PASIG HEALTH MONITOR, PASIG PASS AND VACCINE MANAGEMENT AND SYSTEM COVID SUBSCRIPTON – MANAGEMENT INFORMATION SYSTEM OFFICE** of the City Government of Pasig City Bids and Awards Committee, and in any and/or all private and government agencies relative sssthereto;

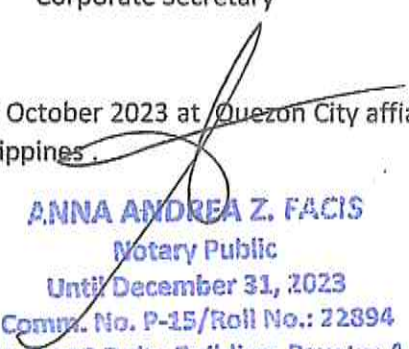
"FURTHER, RESOLVE as it is hereby resolved that **MR. MARK RANSLIE C. LEAL** is the authorized person to accept, receive, claim, and get any and/or all papers/ documents and thereafter to pay fees relative thereto."

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of October 2023 at Quezon City.


MR. JOHN ROWELL P. PALAROAN
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 10th day of October 2023 at Quezon City affiant exhibiting to me his ID No. C38-20-001992 issued at Philippines.

Page | 15


ANNA ANDREA Z. FACIS
Notary Public
Until December 31, 2023
Comm. No. P-15/Roll No.: 22894
Unit 550 Delta Building, Payat... A
Quezon City, Metro Manila
PTR No. 5908857 / January 3, 2023
IRP No. 1056156 / January 4, 2023

Doc No. 1923
Page No. 493
Book No. XIV
Series of 2023



PASIG

DIRECT CONTRACTING

PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	10 November 2023
Project Title	Renewal of Maintenance Agreement for Pasig Health Monitor, Pasig Pass and Vaccine Management and System Cloud Subscription – Management Information System Office
Request for Quotation (RFQ) No.	100-23-05-867
Approved Budget for the Contract (ABC)	Three Million Sixty-Four Thousand Pesos (Php 3,064,000.00)
Date, Time and Place of the Deadline for the submission and receipt of Quotation	Please submit the accomplished Quotation and required documents on <u>15 November 2023, 1:45 PM</u> , at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4th Floor</u> , Pasig City Hall, San Nicolas, Pasig City. You may enclose all the documents in an envelope duly marked with the following details: 1. Title and reference number of the project (RFQ No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of Negotiation	15 November 2023, 2:00 PM, Meeting Room, <u>7th Floor</u> , Pasig City Hall, San Nicolas, Pasig City

Sir / Madam:

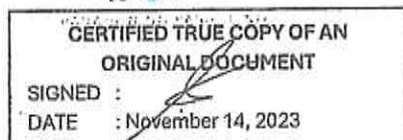
In accordance with the Technical Specifications/Scope of Work and General Conditions for the aforementioned project stated herewith, kindly fill up and submit your lowest proposal / quotation.

For any inquiries or clarifications, please contact the Procurement Management Office (BAC Secretariat Office) at (02) 8643-1111 local 1461 or 1462 or through email at bidsandawards@pasigcity.gov.ph

Thank you.


ATTY. PONCE MIGUEL D. LOPEZ
 Officer in Charge, Procurement Management Office

Caruncho Avenue, Barangay San Nicolas, Pasig City 1600 Metro Manila



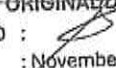
TECHNICAL SPECIFICATIONS/SCOPE OF WORK AND GENERAL CONDITIONS OF THE PROJECT

Renewal of Maintenance Agreement for Pasig Health Monitor, Pasig Pass and Vaccine Management and System Cloud Subscription								
Item No.	Qty.	Unit of Issue	Item Description	Brand Name* (if applicable)	Approved Budget		Price Offer	
					Unit Cost	Total Cost	Unit Cost	Total Cost
1	2	Months	Cloud Server * Network Bandwidth Subscription (2 Months), Web Server – Cloud Server and Network Bandwidth Subscription Microsoft Azure Web Server: Windows Server 2019 Virtual Machines, 4 cores CPU, 16GB RAM, 512GB HDD, 10GB Bandwidth – Php 64,000 Database Server – Cloud Server and Network Bandwidth Subscription – Microsoft Azure Database Server: Windows Server 2019 Datacenter, 8 vcpus, 16 GiB memory, 512 GB Premium SSD LRDS – Php 300,000.00 Test Server Hosting Subscription – AppCase Server 8 Cores CPU, 32gb RAM, 1TB SSD – Php 50,000.00		207,000.00	414,000.00	205,000.00	410,000.00
2	2	Months	System Maintenance and Technical Support, I. Pasig Pass System - Pasig Pass Admin - Back Office - PM Health Monitor – Back Office - Pasig Pass Citizen - Pasigpass SMS – Web API II. Pasig Vaccine System (Pasig Pass Scanner) III. Pamaskong Handog - Admin Back Office - Mobile App Scanner IV. Application Programming Interface (API) of Pasig pass and Pasig Health Monitoring to Information Technology Business Solutions Mobile Application		375,000.00	750,000.00	375,000.00	750,000.00
3	1	Lot	System Upgrades and Modification, Pasig Pass Web Application - Modification of Audit Trail - Printing of System User Access Rights - QR Date Creation available in user interface - Locked Date		1,600,000.00	1,600,000.00	1,600,000.00	1,600,000.00

CERTIFIED TRUE COPY OF AN ORIGINAL DOCUMENT
 SIGNED : _____
 DATE : November 14, 2023


			<ul style="list-style-type: none"> - Vulnerability and Penetration Testing and Modification to address all reported vulnerabilities and fixes recommended by DICT CyberSec <p>Pasig Health Monitor Web Application</p> <ul style="list-style-type: none"> - Modification of Audit Trail - Printing of System User Access Rights - Locked Date - Vaccine Name ID, Vaccine Site ID and Vaccine ID display <p>Pamaskong Handog Web Application and Scanner</p> <ul style="list-style-type: none"> - Migration of Community Based Management System Database - Pamaskong Handog Scanner Upgrade <p>QR Generator Web Application</p> <ul style="list-style-type: none"> - Ability to Generate QR Code 					
4	2	Months	<p>Server Maintenance Service:</p> <p>I.Ensuring that Azure virtual machines are properly configured and up to date with the latest patches and updates.</p> <p>II.Installing and configuring operating system updates and patches</p> <p>III.Performing regular backups of data and system configuration files</p> <p>IV.Monitoring resource usage and performance of virtual machines to ensure they are optimized for cost and performance.</p> <p>V.Configuring and maintaining Azure security measures, such as Azure Firewall and Network Security Groups, to protect against external attacks.</p> <p>VI.Conducting regular vulnerability scans and penetration testing to identify potential security risks and vulnerabilities.</p> <p>VII.Reviewing and maintaining Azure subscription and billing information</p>		150,000.00	300,000.00	150,000.00	300,000.00

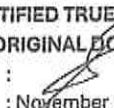
CERTIFIED TRUE COPY OF AN
ORIGINAL DOCUMENT

SIGNED : 

DATE : November 14, 2023

		to ensure proper usage and cost management. VIII.Planning and implementing Azure capacity upgrades as needed to accommodate growth and changing needs. IX.Monthly database backup for Pasigpass and PHM Database X.Web and Web API Updates and Deployments					
GRAND TOTAL COST					Php 3,064,000.00 THREE MILLION, SIXTY-FOUR THOUSAND PESOS ONLY	Php 3,060,000.00 THREE MILLION, SIXTY THOUSAND PESOS ONLY	
Delivery Period: 15 Days							
Payment Term: Within Forty-Five (45) days upon the completion of delivery.							

SIGNATURE : 
 AUTHORIZED REPRESENTATIVE : MARK FANSLIE C. LEAL
 DATE : NOVEMBER 14, 2023
 COMPANY : NIKOSTEK INC.

CERTIFIED TRUE COPY OF AN ORIGINAL DOCUMENT SIGNED :  DATE : November 14, 2023
--

**Indicate the BRAND NAME or MANUFACTURER NAME and the specific MODEL to be offered or attach a BROCHURE for the offered item; items including but not limited to clothing, vehicle, equipment, devices, electronics, machines, drugs, medicines, medical supplies must be branded or at the very least, manufacturer shall be indicated.*

TERMS OF REFERENCE

UPGRADE OF PASIG HEALTH MONITOR, PASIG PASS AND VACCINE MANAGEMENT SYSTEM, CLOUD SUBSCRIPTION, AND SYSTEM MAINTENANCE AGREEMENT

PR 100-23-05-867

The City Government of Pasig, through the efforts of the *Management Information Systems Office (MISO)* intends to subscribe for annual managed service and needed cloud storage for Pasig Health Monitor, Pasig Pass and Vaccine Management System.

I. BACKGROUND

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Contract System Upgrade for Health, Pasig City 1000-Med-01 (2023)

Page 4 of 10 | **RECEIVED TRUE COPY OF AN**

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the Yearend Thanksgiving (Pamaskong Handog), identification records for several sectors such as senior citizens and PWD, and the planned Citizen App for Pasig.

II. TECHNICAL SPECIFICATIONS AND BILL OF MATERIALS

Item No.	Qty	Unit of Issue	Item Description/Specification	Unit Cost	Amount
			CLOUD AND NETWORK BANDWIDTH SUBSCRIPTION		
			Web Server - Cloud Server and Network Bandwidth Subscription -Microsoft Azure	32,000.00	64,000.00
			Web Server: Windows Server 2019 Virtual Machine, 4 Cores CPU, 16GB RAM, 512 GB HDD,10GB Bandwidth	150,000.00	300,000.00
1	2	Month	Database Server - Cloud Server and Network Bandwidth Subscription - Microsoft Azure		
			Database Server: Windows Server 2019 Datacenter, 8 vcpus, 16 GiB memory, 512 GB Premium SSD LRS	25,000.00	50,000.00
			Test Server Hosting Subscription - AppCase Server: 8 Cores CPU, 32 GB RAM, 1TB SSD		
			SYSTEM MAINTENANCE AND TECHNICAL SUPPORT		
			I. Pasig Pass System		
			a. PasigPass Admin - Back Office		
			b. PHM Health Monitoring - Back Office		
			c. Pasig Pass Citizen		
			d. PasigPass SMS - Web API		
2	2	Month	II. Pasig Vaccine Sys. (Pasigpass Scanner)	375,000.00	750,000.00
			III. Pamaskong Handog Web Application		
			a. Admin Back Office		
			b. Mobile App Scanner		



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IV. Application Programming Interface (API) of PasigPass and Pasig Health Monitoring to Information Technology Business Solutions Mobile Application

SYSTEM UPGRADES AND MODIFICATION

3	1	Lot	<ul style="list-style-type: none"> • Pasig Pass Web Application <ul style="list-style-type: none"> ◦ Modification of Audit Trail ◦ Printing of System User Access Rights ◦ QR Date Creation available in the user interface ◦ Locked Date ◦ Vulnerability and Penetration Testing and ◦ Modification to address all reported vulnerabilities and fixes recommended by DICT CyberSec 	1,600,000.00	1,600,000.00
			<ul style="list-style-type: none"> • Pasig Health Monitor Web Application <ul style="list-style-type: none"> ◦ Modification of Audit Trail ◦ Printing of System User Access Rights ◦ Locked Date ◦ Vaccine Name ID, Vaccine Site ID and Vaccine ID Display 		
			<ul style="list-style-type: none"> • Pamaskong Handog Web Application and Scanner <ul style="list-style-type: none"> ◦ Migration of Community Based Management System Database 		



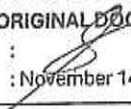
Caluneta Avenue, Barangay San Mateo, Pasig City 1600 Metro Manila

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			<ul style="list-style-type: none"> • Pamaskang Handog Scanner Upgrade • QR Generator Web Application <ul style="list-style-type: none"> • Ability to Generate permanent QR Code 		
			<p>SERVER MAINTENANCE SERVICES</p> <p>I. Ensuring that Azure virtual machines are properly configured and up to date with the latest patches and updates.</p> <p>II. Installing and configuring operating system updates and patches</p> <p>III. Performing regular backups of data and system configuration files</p> <p>IV. Monitoring resource usage and performance of virtual machines to ensure they are optimized for cost and performance.</p> <p>V. Configuring and maintaining Azure security measures, such as Azure Firewall and Network Security Groups, to protect against external attacks.</p> <p>VI. Conducting regular vulnerability scans and penetration testing to identify potential security risks and vulnerabilities.</p> <p>VII. Reviewing and maintaining Azure subscription and billing information to ensure proper usage and cost management.</p> <p>VIII. Planning and implementing Azure capacity upgrades as needed to accommodate growth and changing needs.</p>	150,000.00	300,000.00
4	2	Month			

Cronica Avenue, Barangay San Nicolas, Pasig City 1600 Metro Manila.



Page 7 of 10 | REGISTERED MAIL NO. 115
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IX. Monthly database backup for Pasigpass and PHM Database
X. Web and Web API Updates and Deployments

TOTAL COST Php 3,064,000.00

III. CONTRACT DELIVERY PERIOD AND DURATION OF THE SERVICE

The contract delivery period shall be thirty (30) days upon the notice to proceed (NTP). Maintenance agreements duration shall be up to December 31, 2023.

IV. SOURCE OF FUNDING AND APPROVED BUDGET FOR THE CONTRACT

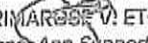
The Fund for this engagement shall be sourced from the Other Maintenance and Other Operating Expenses and Computer Software Fund Account of the Management Information Systems Office for the year 2023. The payment will be on a monthly basis amounting to three million sixty-four thousand Philippine Pesos. (Php 3,064,000.00).

V. MODE OF PROCUREMENT

This project shall be undertaken through an allowable mode of procurement, as evaluated by the Bids and Awards Committee pursuant to RA No. 9184 and its latest revised IRR.


**** End of Terms of Reference ****

Prepared by:


PRIMROSE V. ETORMA
Head, App Support Non-Income Division, MISO

Reviewed by:


ROBERTO A. OSORIO
Head, Project Management Division, MISO


JOHN CARLO F. FATALLO
OIC, MIS Office

HR-450 TRON

Catipitna Avenue, Barangay San Nicolas, Pasig City 1600 Metro Manila

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The Project shall be awarded as One Project having several items that shall be awarded as one contract.

PRICE OFFER: (Unit and Total Prices shall be rounded-off up to two (2) decimal places)

VALIDITY OF OFFER: Within ninety (90) calendar days from the date of opening of quotations

ADDITIONAL REQUIREMENTS:

Together with your quotation, kindly submit the following documents on the date of negotiation:

1. Mayor's/Business Permit (or a recently expired Mayor's/Business permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit subject to submission of the Mayor's Permit before the award of contract). The nature of business as stated in the Mayor's/Business Permit should at the very least be similar or related to the project to be bid.

2. Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or PhilGEPS Platinum Certificate of Registration and Membership;

3. Latest Income or Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (EFPS).

In accordance with Revenue Regulation No. 3-2005, the above-mentioned tax returns shall refer to the following:

1. Latest Income Tax Return (ITR) - For participants already with an Annual ITR, latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.
2. Latest Business Tax Return - refers to the Value Added Tax (VAT) or Percentage Tax returns covering the previous six (6) months.

4. Document showing proof of authorization, e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or a Special Power of Attorney (SPA) in case of sole proprietorships for situations where the signatory is not the sole proprietor/owner.

5. Accomplished and notarized Omnibus Sworn Statement

(Form can be downloaded thru <https://www.gopb.gov.ph/downloadable-forms/#tab-61412>)

6. Certificate of Exclusive Distributorship issued by the principal under oath and authenticated by the embassy/consulate nearest the place of the principal, in case of foreign suppliers.

7. Certificate that the exclusive dealer or manufacturer does not have sub-dealers selling at lower prices.

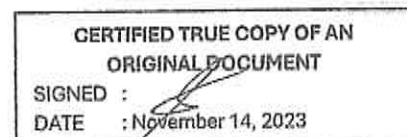
8. For Procurement of Drugs and Medicines:

Documents from the Food and Drug Administration (FDA):

a. Certificate of Product Registration;

b. Certificate of Good Manufacturing Practice;

RFQ No. 100-23-05-867 | NFL



C. License to Operate

d. Batch Release Certificate (for vaccines, toxoids and immunoglobulins only) [to be submitted upon delivery]; and

e. Certificate of Analysis (for anesthesia and antibiotics) [to be submitted upon delivery].

If the Supplier is not the Manufacturer, a certification from the Manufacturer that the supplier is an authorized distributor/dealer of the products/items.

NOTES:

1. Bidders shall submit their quotations through their duly authorized representatives.
2. Quotations exceeding the Approved Budget for the Contract shall be rejected.
3. The quotation may be accepted immediately or after some negotiations.
4. The prices quoted are to be paid in Philippine Currency.
5. All prices quoted are INCLUSIVE of all applicable duties, government permits, fees, and other charges relative to the acquisition and delivery of items to the City Government of Pasig.
6. In case of price discrepancy over the amounts in words and in figures, the amount in words will prevail.
7. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
8. The City Government of Pasig shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
9. Presentation of items that need demonstration or actual sample of the product may be requested.
10. The supplier agrees to pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for everyday of delay, including non-working days (i.e. Saturday and Sunday), legal holidays or special non-working holidays. The City Government of Pasig may rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
11. Other terms and conditions are stipulated in the attached Terms of Reference, if any.
12. The CITY GOVERNMENT OF PASIG reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

I hereby certify that I have read and agree to this Request for Quotation and its Terms of Reference, if any. I further certify that the products or service to be delivered will conform to the specifications stated in the Item Description.

Conforme:

SIGNATURE:



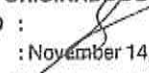
PRINTED NAME: Mark Rancie C. Iral

POSITION: Authorized Representative

Duly authorized to sign quotation/offer for and on behalf of NIKOSTEK INC.

Page 10 of 10 | RFQ No. 100-23-05-867 | NFL

RFQ No. 100-23-05-867 | NFL

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TERMS OF REFERENCE

UPGRADE OF PASIG HEALTH MONITOR, PASIG PASS AND VACCINE MANAGEMENT SYSTEM, CLOUD SUBSCRIPTION, AND SYSTEM MAINTENANCE AGREEMENT

PR 100-23-05-867

The City Government of Pasig, through the efforts of the *Management Information Systems Office (MISO)* intends to subscribe for annual managed service and needed cloud storage for Pasig Health Monitor, Pasig Pass and Vaccine Management System.

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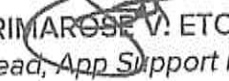
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