



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FINANCE
BUREAU OF CUSTOMS

NOTICE TO PROCEED

March 12, 2014

MR. CHESTER PHILIP O. MADIAM

No. 2318 Tirso Cruz Street
Gagalangin, Tondo, Manila

Dear Mr. Madiam:

The Consultancy Contract having been approved, you are hereby notified that work shall commence as Database and Network Administrator for the E2M and NSW projects, effective from February 20, 2014 until August 20, 2014.

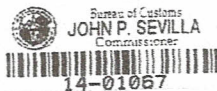
You shall perform said service in close coordination with the Deputy Commissioner, MISTG under the terms and conditions of the contract.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below. Keep one copy and return the other to the BOC thru the Administration Office.

Very truly yours,


JOHN P. SEVILLA MAR 24 2014
Commissioner





CP

Name and signature: CHESTER PHILIP O. MADIAM
Designation: IT CONSULTANT
Date: 4/23/14

CONSULTANCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Consultancy Agreement made and executed on this 12th day March 2014 in the City of Manila by and between:

The **Bureau of Customs (BOC)**, a government agency created under Executive Order No. 127, with principal address at Port Area, Manila, represented by Commissioner **JOHN P. SEVILLA**, hereafter referred to as the "**FIRST PARTY**";
-and-

MR. CHESTER PHILIP O. MADIAM, of legal age, Filipino, with residence address at 2318 Tirso Cruz Street, Gagalangin, Tondo, Manila, hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH:

WHEREAS, the FIRST PARTY intends to hire a consultant with fully confidential and highly sensitive functions in order to provide manpower boost for MISTG for its ICT projects;

WHEREAS, the FIRST PARTY entered into a contract for consultancy services with the SECOND PARTY since January 2, 2013;

WHEREAS, the FIRST PARTY needs to rehire the SECOND PARTY as its Consultant for MISTG maintaining the E2m and NSW systems, including Help Desk support, which cannot be provided by the regular staff of the agency;

WHEREAS, the SECOND PARTY has agreed to perform the service of a Consultant as required by the FIRST PARTY, upon the recommendation of the MISTG;

WHEREAS, the parties hereby agree under the following terms and conditions:

- I. **Consultancy Service** – The SECOND PARTY shall perform the services as specified under the Scope of Services, hereto attached and made an integral part hereof as Annex "A";
- II. **Terms of Agreement** – This agreement shall be for a period of six (6) months, to commence on February 20, 2014 until August 20, 2014, renewable at the option of the FIRST PARTY.
- III. **Payment** – For services to be rendered under Annex "A", the FIRST PARTY shall pay the SECOND PARTY an amount not exceeding the monthly rate of Sixty Two Thousand Pesos (62,000.00), inclusive of all taxes. Provided, that the monthly fee shall be paid only upon submission of the outputs and deliverables to be required, as certified by the Deputy Commissioner of MISTG or his duly authorized representative. Payment shall be made not later than thirty (30) days following the submission of the certification required herein.
- IV. **Project Administration** – The SECOND PARTY shall directly report to the Deputy Commissioner, MISTG for his assignment under this contract. The Deputy Commissioner shall be responsible for monitoring the execution of the service provided in Annex "A".

- V. **Performance Standards** – The SECOND PARTY undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
- VI. **Confidentiality** – The SECOND PARTY agrees that any information received by him/her during the furtherance of his obligations in accordance with his Agreement shall be treated by the SECOND PARTY in full confidence and will not be revealed to any other persons, firms or entities, without prior written consent from the FIRST PARTY.
- VII. **Insurance** – The SECOND PARTY shall be responsible for taking out any appropriate insurance coverage.
- VIII. **Performance Security** – The SECOND PARTY shall post the required performance security as required under Republic Act (RA) 9184 and its Implementing Rules and Regulations (IRR).
- IX. **Assignment** – The SECOND PARTY shall not assign this Contract or sub-contract any portion of it without the FIRST PARTY'S prior written consent.
- X. **Termination** – The FIRST PARTY or the SECOND PARTY may extra judicially terminate this Contract for any reason by notifying the other party in writing, one (1) month prior to intended termination of the Contract in accordance with R.A 9184 and its IRR.
- XI. **General Provisions**
- i. **Validity** – In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any way the validity or enforceability of the remainder of this agreement.
 - ii. **Modification** – No provision of this Agreement may be amended, modified, waived or discharged unless such amendment, waiver, modification or discharge is agreed upon in writing and signed by each of the parties hereto.
 - iii. **Venue and Jurisdiction in case of litigation** – Any legal action arising from the enforcement, implementation or violation of terms and condition of this contract shall be filed only with the courts of Manila.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement at the date and place first above written.

For the First Party:


JOHN P. SEVILLA
 Commissioner




PRIMO B. AGUAS
 Deputy Commissioner, MISTG

For the Second Party:


CHESTER PHILIP O. MADIAM
 Consultant

SIGNED IN THE PRESENCE OF:


JONATHAN SORIANO
 Chief, Systems Management Div.

MAR 24 2014

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, personally appeared the following:

NAME	VALID Gov't issued I.D	DATE AND PLACE ISSUED
JOHN P. SEVILLA	BOC ID # 100145 Driver's license # N01-88-078956	12/10/2013 - BUL. Part Area 2/20/2012 -
CHESTER PHILIP O. MADIAM	Driver's license # A05-01-001143	8/13/2011

all known to me known to be the same persons who executed the foregoing agreement and they acknowledged to me that the same is their own free and voluntary act and deed and that of the entities being represented. This document consists of four (4) pages signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this APR 22 2014 day of _____, 2014

Doc. No. 78;
Page No. 19;
Book No. 12;
Series of 2014

ATTY. ZOILO P. CARVAJAL
NOTARY PUBLIC
UNTIL DECEMBER 31, 2014
NO. 3178426-1-6-2014
ROLL NO. 4956
RELIANCE NO. 007-200



REPUBLIC OF THE PHILIPPINES
Department of Finance
BUREAU OF CUSTOMS

Annex A

Scope of Service for Mr. Chester Philip O. Madiam

1) Database Administration for E2M and NSW

- Security management
- Performance of Integrity checks
- Performance Monitoring
- Storage Management
- Backup Monitoring
- Performance tuning
- Database Mirroring
- Patch Management
- Implementation of database scripts
- Upgrade testing for Oracle Database 11g
- Remote monitoring and administration of database
- Technical advisory on database matters.
- Technology transfer

2) Network Administration E2M and NSW

- Security management
- Performance monitoring
- Bandwidth management
- Monitoring of Anti Spam and internet security appliance
- Network Policy design and implementation
- Network Configuration
- Technology Transfer
- Vendor Coordination
- Technology transfer

3) Level 3 Helpdesk Support for E2M and NSW

- Checking of helpdesk issues in the database
- Implementation of database update for NSW issues
- Checking of payment issues
- Data verification

4) Email and Internet

- Checkup of Email Server
- Monitoring of BOC internet security
- Monitoring of Internet Bandwidth
- IP address Management.

5) Server Management

- Configuration of Servers
- Creation of Shared folders
- Creation of Server Scripts
- Storage monitoring
- Backup Management