

## CONTRACT AGREEMENT

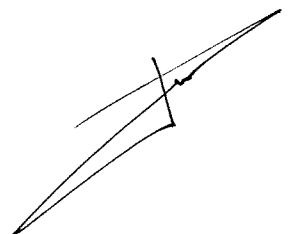
This **CONTRACT AGREEMENT** is made on the 01 day of March, 2023 by and between:

- (1) **THE CITY GOVERNMENT OF PASIG**, a local government unit (LGU) existing under Philippine laws, with postal address at Pasig City Hall, Caruncho Avenue, Brgy. San Nicolas, Pasig City, Metro Manila, herein represented in this Act by its City Mayor, Hon. Victor Ma. Regis N. Sotto (the "**Procuring Entity**"); and
- (2) **SWINNERTON STATEN SOLUTIONS, INC.**, a corporation duly organized in accordance with and registered under the laws of the Philippines, and with business address at 3<sup>rd</sup> Floor National Engineering Center (NEC), Agoncillo St. cor. Osmeña Ave., University of the Philippines, Diliman, Quezon City, Metro Manila, represented in this Act by its President / Chief Executive Officer, Mr. Jorge Romualdo C. Solomon (hereinafter referred to as the "**Supplier**").

**WHEREAS**, the Procuring Entity invited Bids for the **PROCUREMENT OF THE DIGITALLY AUTOMATED LAND INFORMATION MANAGEMENT SYSTEMS (DALIMS) PHASE I AND PHASE II UNDER ITB NO. BAC-22-1201A** and has accepted the Bid by the Supplier for the supply of those goods and services in the sum of **FIFTY-ONE MILLION NINE HUNDRED EIGHTY THOUSAND PESOS (PhP51,980,000.00)** (hereinafter called "**Contract Price**").

### **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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part/s of this Agreement, viz.:
  - i. Winning bidder's bid, including the Schedule of Requirements (Annex "A"), Technical Specifications (Annex "B"), Financial Bid Form and Price Schedule (Annex "C"), Bid Bulletin (Annex "D") and Terms of Reference (Annex "E");
  - ii. Performance Security (Annex "F");
  - iii. Notice of Award of Contract, and the Bidder's conforme thereto (Annex "G"); and
  - iv. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. Supplier shall complete the project within **one (1) year but in no case to exceed 31 December 2023**, based on the following schedule:

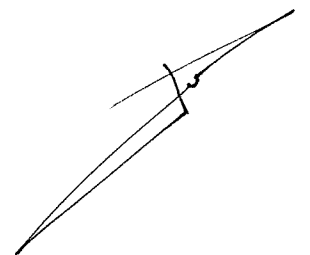


TRANCHE	OUTPUT	DELIVERY SCHEDULE
1	Submission of Inception Report with clear Timeline of Activities, Status of Processes and Existing Outputs	Month 1
2	Acquisition, Digitization, Cleaning, and Integration of Datasets (i.e. Establishment of Comprehensive Geodatabase)	Month 2
3	Deployment of Geodatabase End-User System (e.g. Map Viewer, DRRM Mapping System, Infra Mapping System, etc.)	Month 4
4	Deployment of GZAMAS and GPBIS	Month 6
5	Deployment of GRPIAMS	Month 7
6	Final Deployment and Integration to All Systems	Month 9
7	Conduct of Capacity Building of City Government Employees	Month 10
8	Turnover of All Deliverables	Month 10

4. In consideration for the sum of **FIFTY-ONE MILLION NINE HUNDRED EIGHTY THOUSAND PESOS (PhP51,980,000.00)**, the Supplier agrees to deliver the goods and/or perform the services of the contract in accordance with its Bid.
5. The Procuring Entity agrees to pay the above-mentioned sum in accordance with the terms of the Bidding upon delivery of outputs, based on the following schedule:

TRANCHE	OUTPUT	PERCENT PAYMENT
1	Submission of Inception Report with clear Timeline of Activities, Status of Processes and Existing Outputs	15%
2	Acquisition, Digitization, Cleaning, and Integration of Datasets (i.e. Establishment of Comprehensive Geodatabase)	15%
3	Deployment of Geodatabase End-User System (e.g. Map Viewer, DRRM Mapping System, Infra Mapping System, etc.)	15%
4	Deployment of GZAMAS and GPBIS	10%
5	Deployment of GRPIAMS	10%
6	Final Deployment and Integration to All Systems	15%
7	Conduct of Capacity Building of City Government Employees	10%
8	Turnover of All Deliverables	10%

6. The Supplier agrees to provide After-Sales Support (i.e. Warranty) for a period of two (2) years after the period of this Agreement.
7. The Supplier grants the Procuring Entity a perpetual, non-exclusive, and non-transferrable license to use and to make necessary or desirable modifications, alterations, and customizations on the said system and its source code at its expense; *Provided*, that the same shall only be allowed for the proper use of the system and the purposes over which this Agreement was made.




8. The Supplier agrees that all information disclosed by the Procuring Entity during the procurement process and the implementation of this Agreement shall remain the sole and exclusive property of the Procuring Entity.
9. In the exercise of their rights and compliance with the obligations under this Agreement, the Parties shall observe and comply with Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012", its implementing rules and regulations, as well as all issuances of the National Privacy Commission.

**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 date first written above.

**CITY GOVERNMENT OF PASIG      SWINNERTON STATEN SOLUTIONS, INC.**

By:

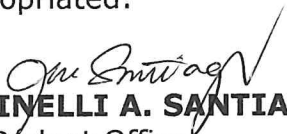
By:

  
**HON. VICTOR MA. REGIS N. SOTTO**  
 City Mayor

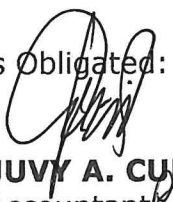
  
**JORGE ROMUALDO C. SOLOMON**  
 Principal/ Chief Executive Officer

Signed in the presence of:

Funds Appropriated:

  
**MS. MARTINELLI A. SANTIAGO**  
 OIC - City Budget Office


Funds Obligated:

  
**MS. JUVY A. CUENCO**  
 City Accountant  
 |00. 2022. 02 - 0056

Funds Available:

  
**MS. MARITA A. CALAJE**  
 City Treasurer

Recommending Approval:

  
**Enp. PRISCELLA B. MEJILLANO, MGM**  
 City Planning and Development Office

**ACKNOWLEDGMENT**

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

BEFORE ME a Notary Public, for and in the abovementioned jurisdiction, this MAR 4 1 2023, personally appeared the following individuals, bearing their respective competent proofs of identity, as follows:

Name	Proof of Identity	Place/Date of Issue
HON. VICTOR MA. REGIS N. SOTTO		
JORGE ROMUALDO C. SOLOMON	SSS ID NO. 33-5137411-0	East Ave., Diliman, Quezon City

known to me and to me known to be the same individuals who executed the foregoing instrument and they acknowledged to me that they executed the same as an act of their free and voluntary will and deed and that of the juridical entities that they respectively represent.

This instrument refers to the Contract Agreement for the **PROCUREMENT OF THE DIGITALLY AUTOMATED LAND INFORMATION MANAGEMENT SYSTEMS (DALIMS) PHASE I AND PHASE II**, consisting of four (4) pages, including the page whereon this Acknowledgment appears, and has been signed on each and every page hereof by the parties hereto and their instrumental witnesses, initialed on each and every page hereof, and sealed by my notarial seal.

**WITNESS MY HAND AND SEAL** on the date and at the place first above written.

Doc. No. 221 ;  
Page No. 44 ;  
Book No. 19 ;  
Series of 2023.

**ATTY. CARLOS C. ABESAMIS**  
Notary Public-Pasig City  
Until December 31, 2023  
ROLL NO. 43288  
IBP LIFETIME NO. 08352  
PTR NO. 9004628  
APPOINTMENT NO. 25 (2022-2023)  
MCLE COMPLIANCE NO. VI-0030466  
TIN NO. 127-509-331-00000

