

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 -

MAJARLIKA TECHNOLOGY SOLUTIONS AND CONSULTANCY SERVICES LTD. CO., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 068 ABCAI Compound Lotus Ville Sampaguita, Brgy., Sampaloc, Tanay Rizal, represented by Operations Manager, **KARLEN ONILONGO PUNZALAN** (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 Software Maintenance of Various Modules of the Government Employee Management System of the City Government of Pasig under PR No. 100-23-01-029 (the "Services");

WHEREAS, THE CITY OF PASIG resorted to Direct Contracting pursuant to Section 50 of the Revised Implementing Rules and Regulations of Republic Act ("R.A.") 9184;

WHEREAS, the CONTRACTOR has submitted the single calculated and responsive 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".

CONTRACT NO. 100-23-01-029

ARTICLE II
CONTRACT PERIOD

The contract shall be for the period from receipt of the Notice to Proceed until 31 December 2023. 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

The Contract price for the Services shall be in the amount of **Three Million Eight Hundred Forty Thousand Pesos (Php3,840,000.00)** 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 solitarily 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 25 MAY, 2023 at Pasig City.

By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor

By:


KARLEN ONILONGO PUNZALAN
Operations Manager
Majarlika Technology Solutions and
Consultancy Services Ltd. Co.

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:


MARTINELLI A. SANTIAGO
OIC - City Budget Office

Funds Obligated:


MS. JUVY A. CUENCO
City Accountant
100-2023-01-0002-V9N

Funds Available:


MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:


MS. ELVIRA R. FLORES
City Government Department Head II
Human Resource Development Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of MAY 25 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
KARLEN ONILONGO PUNZALAN	UICENSE - DRIVER	D19-09 -0023 54

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. 517
Page No. 105
Book No. 24
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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig on this day of MAY 30 2023, 2023, Personally appeared 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. 137
Page No. 28
Book No. 25
Series of 2023.

ATTY. CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
ROLL NO. 43288
IBP LIFETIME NO. 08352
CONTRACT NO. 100-23-01-029
PTR NO. 9004628
APPOINTMENT NO. 25 (2022-2023)
MCLE COMPLIANCE NO. VI-0030466
TIN NO. 127-509-331-00000

BOARD RESOLUTION AUTHORIZING CERTAIN PARTNERS

Republic of the Philippines)
PASIG CITY)

SECRETARY'S CERTIFICATE

I, **GOMEL C. GABUNA**, Filipino, of legal age and with address 97-A Mapang-akit St., Quezon City, after having been sworn to in accordance with law, do hereby depose and state, as follows:

1. That I am the Managing Partner/CEO of the *Majorlika Technology Solutions and Consultancy Services Ltd. Co.*, a Partnership duly organized and existing under the laws of the Philippines, with office address at 068 ABCAI Compound, Lotus Ville, Sampaguita, Sampaloc, Tanay, Rizal 1980, Philippines;

2. That during the online meeting of the Partnership on 12 May 2023, wherein a quorum was present and acted throughout, after being informed of the necessity of assigning/designating certain Partners to act/sign pertinent documents for and in behalf of the Partnership for the all transactions at the *Pasig City Government*, the Partners have unanimously approved the following resolution, to wit:

RESOLUTION NO. 2023-05-001

“RESOLVED, as it is hereby resolved that the Partnership hereby designates both/either Partners **Mr. KARLEN ONILONGO PUNZALAN**, with postal address at 334 Kalawaan, Binangonan, Rizal, 1940, Philippines, and/or **Mr. FRANCISCO DELOS PUYOS COMPETENTE**, Filipino, of legal age and with address 068 ABCAI Compound, Market Site, Sampaloc, Tanay, Rizal, respectively, as the Partnership’s representatives in the City Government of Pasig’s Public Procurement of “Software Maintenance of Various Modules of the Government Employees Management System of the City Government of Pasig – HRDO with Purchase Request No. 100-23-01-029”, and shall have all authority to sign, execute and deliver/submit pertinent documents for and in behalf of the Partnership, to perform any and all acts necessary to participate, submit the bid, to sign pertinent bid documents, to participate in bidding activities; also to sign and accept the Notice of Award, the Notice to Proceed, Purchase Orders, and other related documents; also to follow-up; sign vouchers; claim payments; issue receipts and other documentary requirements to evidence the payments made by the City Government of Pasig to the Partnership for the services rendered/items delivered.

Approved and adopted this 12th day of May 2023.”

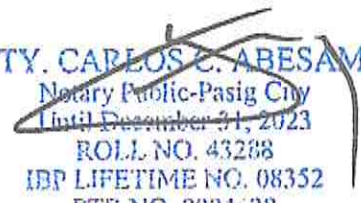
IN WITNESS WHEREOF, I hereunto affix my signature this MAY 15 day of 2023 at PASIG CITY City, Philippines.


GOMEL C. GABUNA
President

Majarlika Technology Solutions and Consultancy
Services Ltd. Co.

SUBSCRIBED AND SWORN to before me this MAY 15 day of May 2023 at PASIG CITY City, known to me and to me known, affiant exhibiting to me his Driver's License with Number N02-97-356782, issued by Land Transportation Office-Diliman, with expiration of August 21, 2023.

Doc. No. 144
Page No. 30
Book No. 14
Series of 700


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



UNYON NG
PASIG
UMAAKOP ANG PAG-IASA

DIRECT CONTRACTING

PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

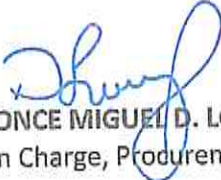
Date	12 May 2023
Project Title	Software Maintenance of Various Modules of the Government Employee Management System of the City Government of Pasig- HRDO
RFQ No.	100-23-01-029
Approved Budget for the Contract (ABC)	Five Million Pesos (Php5,000,000.00)
Date, Time and Place of the Deadline for the submission and receipt of Quotation	Please submit the accomplished Quotation and required documents on <u>17 May 2023, 1:45PM</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	17 May 2023, 2:00PM, 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



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

Software Maintenance of Government Employee Management Systems for the City Government of Pasig- Human Resource Development Office (HRDO)							
Item No.	Qty	Unit of Issue	Item Description	Approved Budget		Price Offer	
				Unit Cost	Total Cost	Unit Cost	Total Cost
1	1	lot	Software Maintenance - of the following modules of the Government Employees Management System: *Employee Records Management *Recruitment (Selection, Hiring and Promotion) *Issuance of Notice and Appointments *Attendance, Leave and Scheduling Management * Payroll Management *Personal Account Management *Strategic Performance Management (OPCR, DPCR & IPCR) *Learning and Development *Competency, Planning and Audit *Rewards and Recognition *Communications Module *Employee Health and Wellness Module *Security Module *Mobile Application (both IOS and Android) For use of all employees of the City Government of Pasig SEE ATTACHED TERMS OF REFERENCE	5,000,000.00	5,000,000.00		
Grand Total Cost				(Php5,000,000.00)			
				Five Million Pesos			
Delivery Period: Refer to Terms of Reference							
Payment Term: Refer to Terms of Reference							

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. - [https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx)
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;
- 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 over printed Name

Position

Duly authorized to sign quotation/offer for and on behalf of _____

(Please indicate name of company)



TERMS OF REFERENCE
Contract for Software Maintenance
of Government Employees Management System
For The City Government of Pasig

Government Employees Management System	Minimum Requirements
1. Estimated Budget	P 5,000,000.00
2. Scope	<p>One year Software Maintenance for the following modules of the Government Employees Management System:</p> <ul style="list-style-type: none"> • Employee Records Management • Recruitment (Selection, Hiring and Promotion) • Issuance of Notices and Appointments • Attendance, Leave and Scheduling Management • Payroll Management • Personal Account Management • Strategic Performance Management (OPCR, DPCR and IPCR) • Learning and Development • Competency, Planning and Audit • Rewards and Recognition • Communications Module • Employee Health and Wellness Module • Security Module • Mobile Applications (both IOS and Android) <p>for use of all employees of the City Government of Pasig</p>
3. Subscription Support, Maintenance Coverage and Limitations	<ol style="list-style-type: none"> 1. Shall maintain and ensure proper operation of the current version of the Government Employees Management System (GEMS), including its existing Cloud System, immediately on the day of the signing of the contract; 2. Shall install the latest version of the GEMS including all necessary applications, database management and hardware, and maintain and install minor upgrades, as needed. For this purpose, Minor Upgrades shall refer to a single or cumulative upgrade(s) which may have an affect up to only 50% of the existing system modules as determined by the GEMS Steering Committee and the system provider. Any upgrade which may have an effect beyond 50% of the existing system module shall

	<p>be considered as a Major Upgrade and shall be covered by a separate contract.</p> <ol style="list-style-type: none"> 3. Minor Upgrades shall be delivered on or within 4 to 6 week-period from receipt of the request for upgrades, depending on the difficulty, scope, prioritization and risk level of the request for minor upgrades. 4. Shall provide technical assistance in the installation and maintenance of a cloud infrastructure that serves as production environment for all clients for subscription, and the On-Premise Data Server. 5. Shall provide the necessary support in the set-up, configuration and revision of the default policies of the system. 6. Shall provide the necessary and corresponding technical training for users, trainers and systems administrators relative to upgrades. 7. Shall provide technical assistance during customization and enhancement of the existing policies of the system and activation of other system features that maybe required for implementation by the Human Resource Development Department (HRDD), City Government of Pasig 8. Shall provide the necessary support in the setup, configuration and revision of the default policies of the system 9. Shall provide 8x5 technical assistance to the duly designated Systems Administrator of GEMS, City Government of Pasig to ensure the efficient operation of the system, which shall include: <ol style="list-style-type: none"> a. Email and phone support b. Online access to support tools 10. Shall include quarterly preventive maintenance of the system. In case of any technical problem within the maintenance period, a duly authorized personnel of the service provider shall be immediately available and shall report on-site within four (4) hours after the problem was reported in order to resolve the problem. 11. Shall install minor enhancements on the existing Modules as requested by the HRDD, Pasig City. 12. Shall provide assistance in the continuation of the existing Software Licenses used in the GEMS
4. Delivery	Maintenance contract for 2023 to be specified in the Contract
5. Payment	<p>Maintenance rate shall be monthly. Quarterly payment shall only be made upon the issuance by HRDO of the Certificate of Acceptance of the Quarterly Maintenance Report which shall include the monthly Status of the Minor Upgrade, Enhancements and trouble-shooting done by the Service Provider, as requested by the HRDO.</p> <p>May to December 2023</p>
6. Others	<ol style="list-style-type: none"> 1. This project shall be procured through an Alternative Mode of Procurement provided under Article XVI of IRR of R.A 9184,

<p>6. Others</p>	<ol style="list-style-type: none"> 1. This project shall be procured through an Alternative Mode of Procurement provided under Article XVI of IRR of R.A 9184, otherwise known as the "Government Procurement Reform Act", specifically through a Negotiated Procurement Method under Section 56.3 (d) thereof, due to the nature of the subject of procurement which is subscription basis and technical in nature. 2. The procurement involves not only a working knowledge of the current and existing GEMS, but also technical know-how on the modules, its workings, features, functionalities, codes and system structure. It also involves Trade Secrets as to the concepts, formula, pattern, systems process, tools, mechanisms, program algorithms, editing functions, user-interface features and the like which are expected to be maintained in secrecy by its owners. 3. Data protection issues and conflicting interests are also major considerations should a service provider be chosen that is different from the one currently maintaining GEMS. 4. The provider should also have a thorough knowledge and understanding of the current and existing network set-up which is both cloud and On-Premise Servers set up, upon signing of the contract.
<p>7. Justification</p>	<p>The existing HR system being utilized by the City Government has been fully operational since July 2021 with all the 14 modules serving the need of the HRDO and all the employees.</p> <p>The original cost of installing GEMS including the software, hardware and network set-up is P47,325,000.00. Said cost has not taken into consideration the man hours consumed during data migration, training of all employees and technology transfer to HRDO staff.</p> <p>Setting up a new system is costly taking into account the cost of actual system procurement and the time, effort and tasks involved in the actual setting up, data migration, customization and maintenance. It will be more cost-effective and economical for the City Government of Pasig to continue its subscription with the existing system – Pasig City GEMS which will cost only five million pesos (P5,000,000.00) annually than to procure a new system.</p> <p>The most significant consideration in engaging Majarlika Technology Solutions is the highest level of understanding of the existing system that is being utilized by the entire City Government of Pasig, being its developer. This will</p>

	<p>consequently save the HRDO and the entire City Government so much time and resources in maintaining the system, introducing additional features and providing the most efficient service the HRDO requires and has been able to accomplish for the past months that GEMS has been in operation.</p> <p>Further, Majarlika Technology Solutions and Consultancy Services Ltd. Inc. is the holder of the Intellectual property of the Government Employees Management System (GEMS), with <i>Registration Number 4/2022/00516180</i>. Thus, while it may be true that the City Government of Pasig may contract other third parties for the purpose of maintenance/ upgrades, Majarlika may not be compelled to share this GEMS Source Code and neither can City Government of Pasig share or disclose such source code to any other third party. This may affect the smooth transactions and process of the Human Resource Development Office.</p>

Prepared by:



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