

## CONTRACT AGREEMENT

This **CONTRACT AGREEMENT** is entered into and executed by and between:

- (1) **THE CITY GOVERNMENT OF PASIG**, a local government unit 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) **CRAYON SOFTWARE EXPERTS PHILIPPINES INC.** a company duly organized in accordance with and registered under the laws of the Philippines, and with business address at 11th Floor, One/Neo 26th St., Corner 3rd Avenue, Bonifacio Global City, Fort Bonifacio, Taguig City, represented in this Act by **Mr. Deones Del Mundo** (hereinafter referred to as the "**Supplier**").

**WHEREAS**, the Procuring Entity invited Bids for the procurement **CLOUD STORAGE SUBSCRIPTION FOR THE OGS INVENTORY SYSTEM** under **RFQ NO. 100-23-07-1578** (the "Project") and has accepted the Bid by the Supplier in the sum of **FIVE HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED SEVENTY-EIGHT PESOS AND 88/100 (PHP 523,178.88)** (hereinafter called "**Contract Price**").

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. 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. Request for Quotation, including the Terms of Reference ("TOR") (**ANNEX "A"**);
  - ii. Winning bidder's bid (**ANNEX "B"**);
  - iii. Notice of Award of Contract, and the Bidder's conforme thereto (**ANNEX "C"**);
  - iv. Other contract documents that may be required by existing laws and/or the Procuring Entity. 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, shall likewise form part of the Contract.
2. The Contract Delivery period shall be thirty (30) days upon receipt of the Notice to Proceed. Cloud Subscription shall not exceed 31 December 2023.
3. In consideration for the sum of **FIVE HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED SEVENTY-EIGHT PESOS AND 88/100 (PHP 523,178.88)** the Supplier agrees to deliver the goods and/or perform the services of the contract in accordance with its Bid.
4. The Procuring Entity agrees to pay monthly payment based on the actual consumption not exceeding the Contract Price.

5. When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned.
6. The Supplier grants the Procuring Entity all rights, title, and interest in and to any and all work product created for and in the course of this project, including all intellectual property rights therein and thereto.
7. 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.
8. 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**

**CRAYON SOFTWARE EXPERTS PHILIPPINES INC.**

By:

By:


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


  
**DEONES DEL MUNDO**  
 Authorized Representative

Signed in the presence of:

Funds Appropriated:

Funds Obligated:

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

  
**MS. JUVY A. CUENCO**  
 City Accountant  
 100-2023-07-0093-1121

Funds Available:

Recommending Approval:

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

  
**MR. JOHN CARLO F. FATALLO**  
 Management Information System Office

**A C K N O W L E D G M E N T**

REPUBLIC OF THE PHILIPPINES)  
MANILA ) S.S.

BEFORE ME, a Notary Public for and in the MANILA, on this day  
of 04 OCT 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>Deones Del Mundo</b>	PASSPORT P9429267B	DFA MANILA March 29, 2032

Known to me to be the same person who executed the foregoing Contract consisting of three (3) 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. 126  
Page No. 24  
Book No. 11  
Series of 2023.

**ATTY. ROLAND E. LAS PIÑAS**  
Notary Public for City of Manila  
Notarial Commission No. 2023/015  
Until Dec. 31-2024  
240-C.A.H. Lacson St., Samp. Mla.  
Roll of Attorneys No. 84035  
PTR NO. 0822024/DAN. 3, 2023/MLA.  
IBP Membership No. 243549 /06 /20/2022  
MCLE Exempted G.B.O. 1, s.2008

**A C K N O W L E D G M E N T**

BEFORE ME, a Notary Public for and in the City of Pasig on this day of NOV 09 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 three (3) 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. 371  
Page No. 75  
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 Cit  
IBP Lifetime No. 016515, Laguna  
Roll of Attorneys No. 69172  
MCLE Compliance No. VII-0023809  
Valid until 14 April 2025