

CONTRACT AGREEMENT

SC No. 25-01-24-0009

This **CONTRACT AGREEMENT** is made 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) **XURPAS ENTERPRISE, INC.**, a corporation duly organized in accordance with and registered under the laws of the Philippines, and with business address at 121 Valero Street, Salcedo Village, Bel-Air, Makati, represented in this Act by its Authorized Representative, Mr. Aaron Isaac D. Ines (hereinafter referred to as the "**Supplier**").

WHEREAS, the Procuring Entity invited Bids for the **PROCUREMENT OF CONSULTING SERVICES FOR PASIG CITY SCHOLARS' MANAGEMENT SYSTEM (REBID)** under **ITB No. BAC-23-1011A** and has accepted the Bid by the Supplier for the supply of those services in the sum of **FOUR MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND PESOS (Php4,888,000.00)**.

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. Philippine Bidding Documents (PBDs);
 - a. General Conditions of the Contract (Annex "A");
 - b. Special Conditions of the Contract (Annex "B")
 - c. Terms of Reference (Annex "C");
 - d. Bid Data Sheet (Annex "D");
 - ii. Eligibility Requirements
 - a. PhilGEPS Certificate of Platinum Registration and Membership (Annex "E");
 - b. Eligibility Documents Submission Form (Annex "F");
 - c. List of All On-going Government and Private Contracts Including Contracts Awarded but not Yet Started (Annex "G");
 - d. Statement of All Completed Government and Private Contracts Which are Similar in Nature and Complexity (Annex "H");
 - e. Statement of the Consultant's Nationality (Annex "I");
 - f. Curriculum Vitae for Proposed Personnel (Annex "J");
 - g. Firm's Profile (Annex "K");
 - h. Audited Financial Statements (Annex "L");
 - i. Joint Venture Agreement, if any (Annex "M"); and
 - j. All other documents and statements submitted contained in the Bidder's Eligibility Documents Envelope;
 - iii. Winning bidder's bid, including
 - i. Technical Proposal
 - a. Technical Proposal Submission Form (Annex "N");
 - b. Consultant's References (Annex "O");

- c. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services and Facilities to be Provided by the Procuring Entity (Annex "P");
 - d. Description of the Methodology and Work Plan for Performing the Project (Annex "Q");
 - e. Team Composition and Task (Annex "R");
 - f. Curriculum Vitae for Proposed Professional Staff (Annex "S");
 - g. Time Schedule for Professional Personnel (Annex "T");
 - h. Activity Work Schedule (Annex "U"); and
 - i. Bid Bulletin/s, if any (Annex "V")
- ii. Financial Proposal
 - a. Financial Proposal Submission Form (Annex "W");
 - b. Summary of Costs (Annex "X");
 - c. Breakdown of Price per Activity (Annex "Y");
 - d. Breakdown of Remuneration per Activity (Annex "Z");
 - e. Reimbursables per Activity (Annex "AA"); and
 - f. Miscellaneous Expenses (Annex "AB")
- All other documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g. bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- iv. Performance Security (Annex "AC");
 - v. Notice of Award of Contract, and the Bidder's conforme thereto (Annex "AD"); and
 - vi. 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 **sixty-two (62) calendar days, upon receipt of the Notice to Proceed, following the Contract Delivery Period in the Terms of Reference.**
- 4. In consideration for the sum of **FOUR MILLION EIGHT HUNDRED EIGHTY-EIGHT THOUSAND PESOS (Php4,888,000.00)**, the Supplier agrees to deliver the goods and/or perform the services of the contract in accordance with its Bid.
- 5. 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.
- 6. 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.

7. 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.

CITY GOVERNMENT OF PASIG

XURPAS ENTERPRISE, INC.

By:

By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor


AARON ISAAC D. INES
Authorized Representative

Signed in the presence of:

Funds Obligated:


MS. JUVY A. CUENCO
City Accountant

106-2022-09-0110

Signature Over Printed Name

Recommending Approval:


JOHN CARLO F. FATALLO
OIC - Management Information
System Office

pm 1/22/2024

Signature Over Printed Name

ACKNOWLEDGMENT

BEFORE ME a Notary Public, for and in the _____, this 25 JAN 2024, personally appeared **AARON ISAAC D. INES**, exhibiting to me his _____, known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is the free voluntary corporate act and deed of the corporation she represents.

This instrument refers to the Contract Agreement for the **PROCUREMENT OF CONSULTING SERVICES FOR PASIG CITY SCHOLARS' MANAGEMENT SYSEM (REBID)** under **ITB No. BAC-23-1011A** consisting of four (4) pages, including the page whereon this Acknowledgement is written and duly signed by the Parties.

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

Doc. No. 248;
Page No. 50;
Book No. 1;
Series of 2024.

[Signature]
ATTY. MARY JANE V. FLORES-BALAGTAS
Notary Public
Pasig, Pateros, San Juan
Valid Until December 31, 2025
IBP O.R. No. 306329/01-29-23/RSM
PTR O.R. No. 022279/01-17-23/PASIG CITY
ROLL NO. 42280
MCLE Compliance No. VII-002704674.4.2023
Valid Until 14 April 2025
Ground Fl. Arma Centre, U. Velasco, Ave.
Malinao, Pasig City

ACKNOWLEDGEMENT

BEFORE ME a Notary Public, for and in the City of Pasig this 25 JAN 2024, personally appeared **HON. VICTOR MA. REGIS N. SOTTO**, exhibiting to me his _____, known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is the free voluntary corporate act and deed of the corporation she represents.

This instrument refers to the Contract Agreement for the **PROCUREMENT OF CONSULTING SERVICES FOR PASIG CITY SCHOLARS' MANAGEMENT SYSEM (REBID)** under **ITB No. BAC-23-1011A** consisting of four (4) pages, including the page whereon this Acknowledgement is written and duly signed by the Parties.

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

Doc. No. 482;
Page No. 98;
Book No. XXXII;
Series of 2024.

[Signature]
ATTY. RAUL G. CORALDE
NOTARY PUBLIC
FOR AND IN CITY OF PASIG AND MUNICIPALITY OF PATEROS
ACKNOWLEDGMENT NO. 114 (2023-2024) ON JANUARY 20, 2024
AT PASIG CITY UNTIL DECEMBER 31, 2024
POL. NO. 3552 / IBP. UNTIL DECEMBER NO. 19745; RITAL (RSM)
PTR NO. 1650-77; 1/03/2024; PASIG CITY
MCLE NO. VII-002704674.4.2023, VALID UNTIL APRIL 14, 2025
UNIT 831, 8TH FLOOR, MEGA PLAZA BLDG., ADS AVENUE
COR GARNET ROAD, ORTIGAS CENTER, PASIG CITY