

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) **H.S ACORDA MECHANICAL ELECTRICALS MAINTENANCE SERVICES**, a company duly organized in accordance with and registered under the laws of the Philippines, and with business address at #20, VELASQUEZ ST., Bagong Ilog, Pasig City, represented in this Act by **HERNANDO S. ACORDA JR.** (hereinafter referred to as the "**Supplier**").

WHEREAS, the Procuring Entity invited Bids for the procurement of **PREVENTIVE MAINTENANCE OF VARIOUS EQUIPMENT - PASIG CITY CHILDREN'S HOSPITAL** under **RFQ NO. 100-24-01-245** (the "Project") and has accepted the Bid of the Supplier in the sum of **SIX HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED PESOS (PHP 678,800.00)** (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. Supplier shall complete the Project in accordance with the Delivery Terms specified in the TOR.
3. In consideration for the sum of **SIX HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED PESOS (PHP 678,800.00)**, 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 the above-mentioned sum in accordance with the terms of the Bidding.
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 OF PASIG

**H.S ACORDA MECHANICAL
ELECTRICAL MAINTENANCE
SERVICES**

By:

By:


VICTOR M. REGIS N. SOTTO
City Mayor


HERNANDO S. ACORDA JR.
Authorized Representative

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Recommending Approval:

Funds Obligated:


JOSELITO T. MORETE, MD, MMHOA
DPBA, FPSA
Medical Director


MS. JUVY A. CUENCO
City Accountant
100-2024-01-0013-4431

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the **PASIG CITY** on this day of
FEB 16 2024 2024, personally appeared:

Name	Government ID	Issue and Expiry Date
HERNANDO S. ACORDA JR.	License No. N01-93-145361	2031/11/30

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. 211
Page No. 44
Book No. 4
Series of 2024.

ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROLL NO. 84083
IBP NO. 384108
PTR NO. 1504028
APPOINTMENT NO. 276 (2023-2024)
MCLE EXEMPTION NO. VIII-BEP002249
TIN NO. 238-919-765

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig on this day of
FEB 29 2024 2024, 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. 146
Page No. 31
Book No. 5
Series of 2024.

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