

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 -

VARIANCE TRADING CORPORATION a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at AGT-CT II Bldg . V. Luna Cor. Matapat, Pinyahan, Quezon City, represented by **DARREN C. NAVARRO** (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 **ONE-TIME PREVENTIVE MAINTENANCE FOR ONE (1) UNIT OF PATIENT MONITOR EQUIPMENT – PASIG CITY GENERAL HOSPITAL** under **REQUEST FOR QUOTATION NO. 100-24-02-326** (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.") No. 9184;

WHEREAS, the CONTRACTOR submitted a 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"

ARTICLE II **CONTRACT PERIOD**

The service contract shall be a period specified in the Terms of Reference. 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 **TWENTY-FOUR THOUSAND PESOS (PHP 24,000.00)** 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 solidarily 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 have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines.

CITY OF PASIG

VARIANCE TRADING CORPORATION

By:

By:

VICTOR MA REGIS N. SOTTO
City Mayor

DARREN C. NAVARRO
Authorized Representative

WITNESSES :

(Printed Name and Signature)

(Printed Name and Signature)

Recommending Approval:

Funds Obligated:

PAULO A. CASTRO JR., MD PHD
City Gov't Dept. Head II (Medical Director)

MS. JUVY A. CUENCO
City Accountant

100-2024 82

0053 4421

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

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

BEFORE ME, a Notary Public for and in the PASIG CITY, on this day of APR 17 2024, 2024, personally appeared:

Name	Government ID	Issue and Expiry Date
DARREN C. NAVARRO	PH PASSPORT	01/18/13 & 09/17/20

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. 213
Page No. 12
Book No. 8
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

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 APR 26 2024 2024, 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.

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Page No. 19
Book No. 9
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

SECRETARY'S CERTIFICATE
(Board Resolution No. 3694-04-2024)

KNOW ALL MEN BY THESE PRESENTS:

I, **JOHN MARK T. CARIÑO**, a duly elected and qualified Corporate Secretary of **Variance Trading Corporation**, a corporation duly organized and existing under and by virtue of the law of the Philippines, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the special meeting of the Board of Directors of the said Corporation duly convened and held on 2nd day of **April 2024**, at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way and are in full force and effect on the date hereof:

“RESOLVED that **Variance Trading Corporation** is authorized to participate in the Request for Quotation / Invitation for Negotiation of **CITY GOVERNMENT OF PASIG**, Caruncho Avenue, Brgy. San Nicolas, Pasig City, Philippines 1600 for the **One-Time Preventive Maintenance for One (1) Unit of Patient Monitor Equipment – Pasig City General Hospital** under Request for Quotation No. 100-24-02-326; and in connection there with hereby appoint **MR. DARREN C. NAVARRO**, Service Engineer or **MS. KATHRINA F. FURIGAY**, Strategic Accounts Manager, respectively, whose signatures appears below acting as duly authorized and designated representatives of **Variance Trading Corporation**, are granted full power of authority to do, execute and perform any and all acts necessary to participate, submit the bid and to sign and execute the ensuing contract and/or to represent **Variance Trading Corporation** in the bidding with full power of substitution and revocation and hereby satisfying and confirming that said representatives shall lawfully do or cause to be done by virtue hereof”.


DARREN C. NAVARRO
Authorized Representative


KATHRINA F. FURIGAY
Authorized Representative

“RESOLVED, that **Variance Trading Corporation** hereby authorizes its President to”:

1. execute a waiver of jurisdiction whereby the **Variance Trading Corporation** hereby submits itself to the jurisdiction of the Philippine Government and hereby waives its right to question the jurisdiction of the Philippine Courts;
2. execute a waiver that the **Variance Trading Corporation** shall not seek and obtain writ of injunctions, or prohibition or restraining order against the **CITY GOVERNMENT OF PASIG** or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

“RESOLVED FURTHER, that the foregoing arrangements are hereby confirmed to be beneficial to and in furtherance of the business of the Corporation”.

Finally, the foregoing Board Resolutions is approved, confirmed and ratified at this Board meeting by the board members present, representing One Hundred Percent (100%) of the outstanding capital stock of the corporation with prior notice given to all Board members on record and duly called for the purpose, at which meeting a quorum is present and was acted throughout:

WITNESS the signature of the undersigned as such officer of the said **Variance Trading Corporation** this APR 02 2024


JOHN MARK T. CARIÑO
(Corporate Secretary)



SUBSCRIBED AND SWORN to before me this APR 02 2024 affiant exhibited to me his valid government issued Identification Passport I.D. No. P7618792B valid until 15 September 2031 issued at DFA Manila, Philippines.

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ATTY. MICHAEL JOSEPH C. CAHIM
Notary Public for Quezon City
Valid Until December 31, 2024
PTR No. 5561530 Issued Date 01/02/2024
ISP License No. 8330
Roll No. 83429
MCLE Compliance No. VII-001674
Valid Until April 14, 2025
Adm. Matter NP 042 (2024-2025)
101 Malabak Lane Brgy. Central C.C.

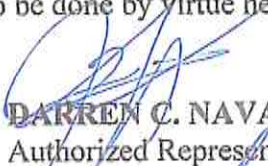


Board Resolution No. 3694-04-2024

Variance Trading Corporation, duly organized and existing under Philippine laws with office address at AGG-CT II Bldg. V.Luna Ave. Corner Matapat St., Brgy. Pinyahan, District 4, Quezon City, holds its monthly meeting every end of the month or if deemed necessary:

1. That, this 2nd day of April 2024, at this special meeting of the Board of Directors of the Corporation, at its head office, duly called for the purpose, these resolutions consistent with the Articles of Incorporation and By-Laws of the Corporation, is duly approved:

“RESOLVED that Variance Trading Corporation is authorized to participate in the Request for Quotation / Invitation for Negotiation of CITY GOVERNMENT OF PASIG, Caruncho Avenue, Brgy. San Nicolas, Pasig City, Philippines 1600 for the One-Time Preventive Maintenance for One (1) Unit of Patient Monitor Equipment – Pasig City General Hospital under Request for Quotation No. 100-24-02-326; and in connection there with hereby appoint MR. DARREN C. NAVARRO, Service Engineer or MS. KATHRINA F. FURIGAY, Strategic Accounts Manager, respectively, whose signatures appears below acting as duly authorized and designated representatives of Variance Trading Corporation, are granted full power of authority to do, execute and perform any and all acts necessary to participate, submit the bid and to sign and execute the ensuing contract and/or to represent Variance Trading Corporation in the bidding with full power of substitution and revocation and hereby satisfying and confirming that said representatives shall lawfully do or cause to be done by virtue hereof”.


DARREN C. NAVARRO
Authorized Representative


KATHRINA F. FURIGAY
Authorized Representative

“RESOLVE FURTHER, that the foregoing arrangements are hereby confirmed to be beneficial to and in furtherance of the business of the Corporation”.

2. Finally, the foregoing Board Resolutions is approved, confirmed and ratified at this Board meeting by the board members present, representing One Hundred Percent (100%) of the outstanding capital stock of the corporation with prior notice given to all Board members on record and duly called for the purpose, at which meeting a quorum is present and was acted throughout:


SEVERO V. CARIÑO
Chairman of the Board


VIOLETA T. CARIÑO
Board Member


DON GABRIEL OLIGAR T. CARIÑO III
Board Member


JIM BRYAN T. CARIÑO
Board Member


VON RYAN T. CARIÑO
Board Member


ATTESTED BY:


JOHN MARK T. CARIÑO
Corporate Secretary



SUBSCRIBED AND SWORN to before me this APR 02 2024 affiant exhibited to me his valid government issued Identification Passport I.D. No. P7618792B valid until 15 September 2031 issued at DFA Manila, Philippines.

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Book No. YX
Series of 2024.


ATTY. MICHAEL JOSEPH P. SAPINPIN
Notary Public for Quezon City
Valid Until December 31, 2024
PTR No. 6551690 issued Date 01/02/2024
ISP Licenses No. 8330
Roll No. 56499
MCLE Compliance No. VII-001674
Valid Until April 14, 2025
Adm. Matter NP 044 (2024-2025)
101 Malabon Lane Drury, Central O.C.





DIRECT CONTRACTING

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	21 March 2024
Project Title	One-Time Preventive Maintenance for One (1) Unit of Patient Monitor Equipment – Pasig City General Hospital
Request for Quotation (RFQ) No.	100-24-02-326
Approved Budget for the Contract (ABC)	Twenty-Four Thousand Pesos (Php 24,000.00)
Date, Time and Place of the Deadline for the submission and receipt of Quotation	Please submit the accomplished Quotation and required documents on <u>08 April 2024, 1:15 PM</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	08 April 2024, 1:30 PM, 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.

SGD

ATTY. BEA THERESE P. VILLANUEVA
Officer in Charge, Procurement Management Office

[Handwritten Signature]
IKR-450 TAON

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

One-Time Preventive Maintenance for One (1) Unit of Patient Monitor Equipment – Pasig City General Hospital								
Item No.	Qty	Unit of Issue	Item Description	Brand Name* <i>(If applicable)</i>	Approved Budget		Price Offer	
					Unit Cost	Total Cost	Unit Cost	Total Cost
ONE-TIME PREVENTIVE MAINTENANCE:								
1	4	unit	Patient Monitor including Central Monitor - SN# JM-67002760, JM-68000806, JM-68000807, JM-68000811 SCOPE OF WORK: *Check physical condition *Check all accessories *General cleaning on the unit * use test tools vital sign simulator for verification	Mindray	6,000.00	24,000.00	6,000.00	24,000.00
Grand Total Cost					Php 24,000.00		24,000.00	
					Twenty-Four Thousand Pesos		Twenty-Four Thousand Pesos Only.	
Delivery Period: Within Thirty (30) calendar days from the date of receipt of the Notice to Proceed but not to exceed 31 December 2023.								
Payment Term: Payment shall be processed within forty-five (45) days upon completion of delivery of all items or services, submission of all required documents and issuance of end-user's certificate of acceptance.								

**Indicate the BRAND NAME or MANUFACTURER NAME and the specific MODEL to be offered or attach a BROCHURE for the offered item; items including but not limited to clothing, vehicle, equipment, devices, electronics, machines, drugs, medicines, medical supplies must be branded or at the very least, manufacturer shall be indicated.*

TERMS OF REFERENCE

- The Preventive Maintenance works should be done within the approved manufacturer maintenance procedures and are subject for approval by the end-users.
- Request to conduct and submit predictive maintenance studies on the frequency of the service.
- Delivery Terms: Within 30 days upon receipt of Noticed to proceed, to Pasig City General Hospital.
- Licensed and trained Service Engineers of the company are the only ones authorized to operate and perform the preventive maintenance procedures. Service report, certificate of calibration and good working condition will be provided by the engineers after performing the one- time preventive maintenance.
- Terms of Payment: One time, after completion of all preventive maintenance service is done.



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 (Form can be downloaded thru <https://www.gppb.gov.ph/downloadable-forms/#tab-61412>)

6. 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*].

Handwritten signature in blue ink.

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:


DARREN C. NAVARRO
Signature over printed Name

Service Engineer

Position

Duly authorized to sign quotation/offer for and on behalf of VARIANCE TRADING CORPORATION

(Please indicate name of company)

