



CONTRACT AGREEMENT FORM
PR_NO.24-07-046_PIAADMIN2024
SUPPLY, DELIVERY AND INSTALLATION OF FIFTEEN (15)
AIR CONDITIONING UNITS ITB 2024-06-A

OCT 08 2024

THIS AGREEMENT made this ___ day of October 2024 between the **PHILIPPINE INFORMATION AGENCY (PIA)**, a government agency of the Philippines with office address at PIA Building, Visayas Avenue, Diliman, Quezon City, represented herein by its Deputy Director-General, **WILSON T. BUERANO JR.**, with authority under PIA Office Order No. 171 series of 2023, hereinafter referred to as **PHILIPPINE INFORMATION AGENCY (PIA)** of the one part and **MR. RODOLFO M. RAMOS JR.**, Chief Executive Officer of **CGS SOLID AIRCON AND REFRIGERATION, INC.** herein referred to as **"CONTRACTOR"** with office address at Lazatin Blvd., Villa Victoria Rd., Dolores, San Fernando City, Pampanga Region III of the other part;

WHEREAS, the PHILIPPINE INFORMATION AGENCY (PIA) solicited Bids for certain goods and ancillary services, particularly for the **SUPPLY, DELIVERY AND INSTALLATION OF FIFTEEN (15) AIR CONDITIONING UNITS ITB 2024-06-A** and has accepted a Bid from the CGS Solid Aircon and Refrigeration, Inc. for the supply of the aforementioned goods and services in the sum of **ONE MILLION EIGHT HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED NINETY-NINE PESOS ONLY (PHP 1,835,799.00)** hereinafter called "the Contract Price", payable upon receipt of the billing statement including all taxes and subject to government accounting rules and regulations.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I.** In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- II.** 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 of this Agreement, *viz.*:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins 01
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the 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

MARK FOR REDACTION

M. AQUINO
 Accounting Section
 1,835,799.00

ODG 1002004

bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. 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.**

III. OBLIGATIONS OF THE PARTIES

- a. That the Contractor shall Supply and Deliver Fifteen (15) Air Conditioning Units within fifteen (15) days upon receipt of Purchase Order/Contract Agreement and installation within thirty (30) calendar days from delivery of the ac units.
- b. That the Contractor shall strictly comply with the Technical Specifications of this Agreement
- c. The Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("**Services Warranty**"); (d) the Contractor covenants with the PHILIPPINE INFORMATION AGENCY (PIA) to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- d. For its services, the PIA shall pay the Contractor the amount of **ONE MILLION EIGHT HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED NINETY-NINE PESOS ONLY (PHP 1,835,799.00)** within thirty (30) days upon successful delivery of its service and submission of statement of account, subject to accounting and auditing rules and regulations and applicable tax laws.

II. EFFECTIVITY AND DURATION - This Agreement shall take effect immediately, upon signing of the parties and shall remain in force and effect until completion of delivery and installation.

III. LIQUIDATED DAMAGES

In the event that the Contractor violates any of the terms and conditions of this Contract, or neglects to perform in a timely manner any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever, the Contractor shall be liable for damages for such failure, and shall pay the PHILIPPINE INFORMATION AGENCY (PIA) liquidated damages in an amount equivalent to one-tenth (1/10) of one (1%) percent of the total contract price for every day of delay of breach, without need for

any notice or demand from the PHILIPPINE INFORMATION AGENCY (PIA), in addition to other remedies that the PHILIPPINE INFORMATION AGENCY (PIA) may exercise under this contract, pertinent laws, rules and regulations, until such services are finally delivered and accepted by the PHILIPPINE INFORMATION AGENCY (PIA)".

IV. TERMINATION OF CONTRACT

The PHILIPPINE INFORMATION AGENCY (PIA) reserves the right to terminate this Contract for any cause which may include failure of the Contractor to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the task herein required in a manner acceptable to the PHILIPPINE INFORMATION AGENCY (PIA) or violation by the Contractor of any of the terms and conditions of this Contract, subject to sanctions and remedies provided for herein and under the pertinent laws, rules and regulations.

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 day and year first above written.

PHILIPPINE INFORMATION AGENCY:

CGS SOLID AIRCON AND REFRIGERATION, INC

MARK FOR REDACTION

WILSON T. BUERANO JR.
Deputy Director-General for Finance

MARK FOR REDACTION

RODOLFO M. RAMOS JR.
OIC-RAC Operations Manager

SIGNED IN THE PRESENCE OF:

MARK FOR REDACTION

ATTY. JULIUS S. DE FERRERA

End-User Representative

(Supplier Rep. as Witness)

NOTARIAL ACKNOWLEDGEMENT

Republic of the Philippines)
City of San Fernando, Pampanga

BEFORE ME, Notary Public for and in the above jurisdiction, this OCT 08 2024 day of _____ 2024, personally appeared and presented sufficient proof of identification:

WILSON T. BUERANO JR.
RODOLFO M. RAMOS JR.

ID No: _____ Issued at/on: _____
ID No: _____ Issued at/on: _____

All known to me to be the same persons who executed and voluntarily signed the foregoing document consisting of only _____ pages including this page of Acknowledgement, which they acknowledged to me as their own free and voluntary act and deed.

IN WITNESS WHEREOF, I hereto affixed my signature and seal on the date and place first above mentioned.

NOTARY PUBLIC

Doc. No. 13 ;
Page No. 9 ;
Book No. 99 ;
Series of 2024

MARK FOR REDACTION

CARLO A. DELA CRUZ-MANALO
Notary Public
Notarial Commission 28-24
Until December 31, 2025
IBP No. 327819/ 12-13-2023 / Pampanga
PTR No. PAM-5275450 / 01-02-2024 / Pampanga
ROA 37808
MCLE VIII-0003702 / 09-08-23
2nd Floor Jomafer BLDG., Dolores,
City of San Fernando, Pampanga