



CONTRACT AGREEMENT FORM
PR_NO.24-10-100_PIAREG92024

**SUPPLY, DELIVERY AND INSTALLATION OF SIXTEEN (16)
 AIR CONDITIONING UNITS FOR REGION IX-PAGADIAN CITY,
 ZAMBOANGA DEL SUR WITH ITB 2024-07**

05 DEC 2024

THIS AGREEMENT made this ___ day of November 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 **PIA** of the one part and **MR. ELY R. REY**, *General Manager* of **R BROS ENTERPRISES** herein referred to as "**CONTRACTOR**" with office address at L. Geirosa Avenue, Brgy., Silangan, Calauan, Laguna of the other part;

WHEREAS, the **PIA** solicited Bids for certain goods and ancillary services, particularly for the **SUPPLY, DELIVERY AND INSTALLATION OF SIXTEEN (16) AIR CONDITIONING UNITS FOR PIA REGION IX- PAGADIAN CITY, ZAMBOANGA DEL SUR (ITB 2024-07)** and has accepted a Bid from the R BROS ENTERPRISES for the supply of the aforementioned goods and services in the sum of **ONE MILLION FOUR HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED FIFTY PESOS ONLY (PHP 1,437,350.00)** 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.*:

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 Fund Cluster: 101
 Fund Available: 1,437,350.00

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Notice of Postponement 01 and 02
- 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 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 Sixteen (16) Air Conditioning Units within Twenty (20) days upon receipt of Purchase Order/Contract Agreement and installation within Thirty (30) calendar days from delivery of the air conditioning 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 **PIA** to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 - d. Pursuant to RA No. 9184 and its revised IRR, **PIA** with the agreement of the Contractor, may renew and extend the contract for the abovementioned services if deemed necessary;
 - e. For its services, the **PIA** shall pay the Contractor the amount of **ONE MILLION FOUR HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED FIFTY PESOS ONLY (PHP 1,437,350.00)** 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 **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 **PIA**, in

addition to other remedies that the **PIA** may exercise under this contract, pertinent laws, rules and regulations, until such services are finally delivered and accepted by the **PIA**".

IV. TERMINATION OF CONTRACT

The **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 **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:

R BROS ENTERPRISES:

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MARK FOR REDACTION

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

ELY R. REY
General Manager

SIGNED IN THE PRESENCE OF:

MARK FOR REDACTION

MARK FOR REDACTION

NOEMI B. EDAGA
End-User Representative

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IRISH JOY KICHERMOSO
(Supplier Rep. as Witness)

NOTARIAL ACKNOWLEDGEMENT

Republic of the Philippines)
City of **CITY OF MANILA**) S.S.

BEFORE ME, Notary Public for and in the above jurisdiction, this **05 DEC 2024** day of _____ 2024, personally appeared and presented sufficient proof of identification:

WILSON T. BUERANO JR.
ELY R. REY

ID No: _____ Issued at/on: _____
ID No: **NC3-08-00447** Issued at/on **February 22, 2022**

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.

MARK FOR REDACTION

ATTY. CLIFF RICHARDE GENESLA

Notary Public for City of Manila

Notarial Commission No. 2023-103 Issued on 2-17-23 until Dec. 31, 2024 Manila
IBP No. 394628 Issued on Jan. 3, 2024 Until Dec. 31, 2024 Pasig City / Roll No. 49006
PTR No. 152103⁴ Issued on Jan. 2, 2024 Until Dec. 31, 2024 Manila
MCLE No. VII-0022599 Issued on July 15, 2022 until April 14, 2025
Office Add. Mezzanin San Luis Bldg. 1006 Orosa St., Ermita, Manila

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