



**CONTRACT AGREEMENT FORM**  
**PR\_NO.24-01-002\_PIAMISD2024**  
**PROCUREMENT OF ONE (1) LOT OF BUSINESS-GRADE**  
**VIRTUAL MEETING PLATFORM FOR ONE (1) YEAR**

THIS AGREEMENT made this 18 MAR 2024 day of \_\_\_\_\_ 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 **JEROME S. DAYRIT**, *Business Development Officer* of **ESCO PTE. LTD.** herein referred to as "**CONTRACTOR**" with office address at Unit 2601 26/F Antel 2000 Corporate Center Bldg., Valero Street, Salcedo, Makati City of the other part;

**WHEREAS**, the **PHILIPPINE INFORMATION AGENCY (PIA)** solicited Bids for certain goods and ancillary services, particularly for the **PROCUREMENT OF ONE (1) LOT OF BUSINESS-GRADE VIRTUAL MEETING PLATFORM FOR ONE (1) YEAR** and has accepted a Bid from **ESCO PTE. LTD.** in the sum of **TWO HUNDRED SEVENTY THOUSAND PESOS ONLY (PHP 270,000.00)** 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.** The following documents shall be deemed to form and be read and construed as an integral part of this Agreement, *viz.*:
- a. Purchase Request No. 24-01-002;
  - b. Terms of Reference (TOR);
  - c. Supplier's Quotation and Request for Quotation (RFQ);
  - d. Statement of Compliance; and
  - e. Notarized Omnibus Sworn Statement (OSS).

**II. OBLIGATIONS OF THE PARTIES**

- a. That the **Contractor** shall provide and deliver *One (1) lot, twenty (20) licenses of business grade Virtual Meeting Platform for One (1) Year upon signing of PO/Contract*;
- b. That the **Contractor** shall strictly comply with the *Terms of Reference (TOR)* of this Agreement and provide technical support and/or assistance on the delivered goods/item in coordination with the end-user or technical from the *Management of Information Systems Division (MISD)*;

PROCUREMENT OF 1 LOT BUSINESS-GRADE VIRTUAL MEETING PLATFORM FOR 1 YEAR  
 Contract No. **24-03-002**

Fund Cluster: \_\_\_\_\_  
 Fund Available: ₱ 270,000.00

18/1

**SIGNATURE  
 REDACTED**

**ADELE RACHEL M. AQUINO**  
 Accountant III, Accounting Section



- 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. Pursuant to Republic Act (R.A.) No. 9184 and its revised Implementing Rules and Regulations (I.R.R.), the **Philippine Information Agency (PIA)**, with the agreement of the **Contractor**, may renew and extend the contract for the abovementioned services if deemed necessary;
- e. For the delivered goods/services, the **PIA** shall pay the **Contractor** the amount of **TWO HUNDRED SEVENTY THOUSAND PESOS ONLY (PHP 270,000.00)** within *thirty (30) days* upon successful delivery of its goods/service and submission of *Statement of Account/Billing Statement* as well as *Certificate of Acceptance from the end-user/implementing unit*, subject to accounting and auditing rules and regulations and applicable tax laws.

**III. EFFECTIVITY AND DURATION** - This Agreement shall take effect immediately, upon signing of the parties and shall remain in force and effect for a period of **One (1) Year**.

#### **IV. 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)**.

**V. 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:**

**ESCO PTE. LTD:**

**SIGNATURE  
REDACTED**

**SIGNATURE  
REDACTED**

**WILSON T. BUERANO JR.**  
*Deputy Director-General*

**JEROME S. DAYRIT**  
*Business Development Manager*

SIGNED IN THE PRESENCE OF:

**SIGNATURE  
REDACTED**

**GARY M. PENULIAR**  
*End-User Representative*

\_\_\_\_\_  
(Supplier Rep. as Witness)

**NOTARIAL ACKNOWLEDGEMENT**

Republic of the Philippines)  
City of MAKATI ) S.S.

**BEFORE ME**, Notary Public for and in the above jurisdiction, this \_\_\_\_\_ day of 18 MAR 2024 2024, personally appeared and presented sufficient proof of identification:

**WILSON T. BUERANO JR.** ID No: \_\_\_\_\_ Issued at/on: \_\_\_\_\_  
**JEROME S. DAYRIT** ID No: PG 715147B Issued at/on: APRIL 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.

**NOTARY PUBLIC**

Doc. No. 103 ;  
Page No. 22 ;  
Book No. LXVI ;  
Series of 2024



**ATTY. RENE MA. M. VILLA**  
Notary Public of Makati City  
Appointment No. M-111  
Until December 31, 2024  
PTR No. MKT 10073904; 01-02-2024; Makati City  
IBP Lifetime No. 013595; 12-27-2013; I.C.  
Roll No. 37226  
MCLE Compliance No. VII-0024195; 11-15-2022  
Ground Floor, Makati Terraces Condominium  
3650 Davila St., Brgy. Tejeros, Makati City 1204