



**CONTRACT AGREEMENT FORM**

**PR\_NO 24-01-003\_PIAMISD2024**

**PROCUREMENT OF ONE (1) LOT OF PIA CLOUD-BASED WEB HOSTING WITH WEB HOST MANAGER AND CONTROL/ADMIN PANEL MODULE FOR ONE (1) YEAR**

THIS AGREEMENT made this \_\_\_\_ 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 **MICHAEL B. SAGUIREL**, Chief Executive Officer of **AGMS INFORMATION TECHNOLOGY INC** herein referred to as **"CONTRACTOR"** with office address at Lot 5 Gumamela St., Villa Azalea Phase 2B Cotcot Liloan Cebu 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 PIA CLOUD-BASED WEB HOSTING WITH WEB HOST MANAGER AND CONTROL/ADMIN PANEL MODULE FOR ONE (1) YEAR** and has accepted a Bid from the AGMS Information Technology Inc. for the supply of the aforementioned goods and services in the sum of **THREE HUNDRED NINETEEN THOUSAND PESOS ONLY (PHP 319,000.00)** 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. 24-01-003
  - b. Terms of Reference
  - c. Supplier Quotation and Request for Quotation
  - d. Statement of Compliance
  - e. Omnibus Sworn Statement (OSS)

**II. OBLIGATIONS OF THE PARTIES**

- a. That the Contractor shall provide Cloud-based Web Hosting with Web Host Manager and Control/Admin Panel Module for One (1) Year from 31 March 2024 to 30 March 2025.
- b. That the Contractor shall strictly comply with the Terms of Reference of this Agreement
- c. The Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor

Mark for Red action

Fund Cluster: 21  
 Fund Available: 2319,000.00  
 ADI AQUINO  
 Mark for Red action  
 Accountant III Accounting Section



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 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 **THREE HUNDRED NINETEEN THOUSAND PESOS ONLY (PHP 319,000.00)** 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.

**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:**

**AGMS INFORMATION TECHNOLOGY INC:**

Mark for Redaction

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

Mark for Redaction

**MICHAEL S. SAGUIREL**  
Chief Executive Officer

SIGNED IN THE PRESENCE OF:

Mark for Redaction

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

Mark for Redaction

MYLEN SAGUIREL

(Supplier Rep. as Witness)

**NOTARIAL ACKNOWLEDGEMENT**

Republic of the Philippines)  
City of QUEZON CITY ) S.S.

**BEFORE ME**, Notary Public for and in the above jurisdiction, this \_\_\_\_ day of 19 MAR 2024 2024, personally appeared and presented sufficient proof of identification:

**WILSON T. BUERANO JR.** ID No: \_\_\_\_\_ Issued at/on: \_\_\_\_\_  
**MICHAEL S. SAGUIREL** ID No: 606-15-006730 Issued at/on MANDAUE CITY / 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. 46 ;  
Page No. 10 ;  
Book No. 4 ;  
Series of 2024

Mark for Redaction  
**ATTY. FE BARRA**  
NOTARY PUBLIC FOR QUEZON CITY  
Valid until December 31, 2024  
Adm Matter No. NP-223 / Roll No. 80835  
PTR No. 5452394 / 01-02-2024 / Q.C.  
IBP No. 233592 / 5-23-22  
MCI E No. VIII-0000973  
Tin: 203-053-968-000