



# Santa Maria

WATER DISTRICT

## CONTRACT AGREEMENT CA-2022-03-004

### PREVENTIVE MAINTENANCE OF SANTA MARIA WATER DISTRICT COMPUTER HARDWARE FOR CY 2022 Ref. GSPS2022-01-004

#### KNOW BY ALL MEN THESE PRESENTS

This Contract Agreement is made and entered into this 14<sup>th</sup> day of March 2022 in Santa Maria, Bulacan, by and between:

**SANTA MARIA WATER DISTRICT**, a government owned and/or controlled corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at #3 M. De Leon St., Poblacion, Santa Maria Bulacan, herein represented by its General Manager, **Engr. Carlos N. Santos Jr.**, hereinafter referred to as the "**CLIENT**";

- and -

**ZETROC TECHNOLOGIES**, a private business entity organized and existing under the Philippine laws with principal office address at No. 203 Bulusan, Calumpit, Bulacan, represented by its Proprietor, **Mr. Rene Q. Cortez** hereinafter referred to as the "**PROVIDER**".

#### WITNESSETH

WHEREAS, the "**CLIENT**" conducted procurement for the provision of a Service Provider for the preventive maintenance of computer, laptop, printers, scanners, CCTV DVR and cameras for the year 2022 under Small Value Procurement with an Approved Budget for the Contract (ABC) of Four Hundred Five Thousand Pesos (P405,000.00) for the complete duration of the project;

WHEREAS, the **PROVIDER** submitted quotation and proposal on February 16, 2022, thereby he offered Four Hundred Fifty Pesos (P450.00) inclusive of taxes for every computer unit or laptop served and maintained per month. Additional services were also offered free of charge;

WHEREAS upon careful evaluation of the proposal, legal, financial and technical capacity of the **PROVIDER**, the **CLIENT** declared the **PROVIDER** to be the Single Calculated and Responsive Quotation pursuant to Guidelines for Small Value Procurement Annex H of RA 9184 through SMWD BAC Resolution No. PROC-BCR2022-03-018;

WHEREAS, the **PROVIDER** has offered its services and expertise to perform the required specific job of providing maintenance services for the **CLIENT** and the **CLIENT** has accepted the offer for the following services;

1. Maintain and troubleshoot Local Area Network (LAN) operations;
2. Perform monthly preventive maintenance on all desktop/laptop computers;
3. Regular cleaning and maintenance of printers/scanners to ensure smooth daily operations are free of charge except purchase of spare parts to be provided by the client;
4. Units that need repair or configuration after the visit will be attended on the next visit without compromising the semi-weekly maintenance;
5. Initial installation and configuration of CCTV devices and transferring of complete CCTV package to other SMWD premises will be charged P 450.00 per camera while regular maintenance shall be free of charge;



# Santa Maria

WATER DISTRICT

6. Upgrading of OS and other applications and introduce improvements to maximize office operations using computer technology;
7. Maintenance and regular updating of anti-virus software;
8. Provide consultation and technical support on computers, network and software;
9. Make myself available at least twice a week (week days) from 8:00AM to 5:00PM to monitor and evaluate computer operations;
10. Provide on-call service for situation requiring immediate repair/services;

WHEREAS, the necessary cleaning equipment and supplies shall be provided by the client and payment for the services rendered shall be on the 15<sup>th</sup> and 30<sup>th</sup> of the month;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract Agreement, viz:
  - (a) Terms of Reference for the project;
  - (b) The quotation or the proposal submitted by the client
  - (c) Approved Abstract of Quotation No. A2022-036;
  - (d) The Entity's Notification of Award (NOA);
  - (e) The Notice to Proceed (NTP)
3. For and in consideration of the services rendered by the PROVIDER to the CLIENT as provided herein, the latter shall pay the former **Four Hundred Fifty Pesos (P450.00) inclusive of taxes** for every computer/laptop unit served and maintained every month. The number of computer and laptop units maintained varies on the number of units available or in the possession of the CLIENT;
4. This Agreement shall be enforced and effective within the period of nine (9) months, from April 1, 2022 to December 31, 2022 and may be terminated in case either PARTY violates any of the provisions of this Agreement subject to prior notice to the other PARTY. Notice of termination shall be made in writing within thirty (30) calendar days prior the intended date of termination.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

PROCURING ENTITY

SERVICE PROVIDER

SANTA MARIA WATER DISTRICT

ZETROC TECHNOLOGIES

By:

By:

Sgd.

**ENGR. CARLOS N. SANTOS, JR.**  
General Manager

Sgd.

**MR. RENE Q. CORTEZ**  
Proprietor/Computer Technician

SIGNED IN THE PRESENCE OF:

Sgd.

**Ms. TEODORA J. CATIIS**  
Chairperson, SMWD Board of Directors

Sgd.

**Ms. JOVITA I. DALMACIO**  
Department Manager B





# Santa Maria

WATER DISTRICT

## ACKNOWLEDGMENT

BEFORE ME, a notary public, on this APR 05 2022 day of March 2022, personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY
Rene Q. Cortez	TIN : 173-150-089-000
Engr. Carlos N. Santos Jr.	TIN : 163-672-791-000

Who made known to me that they are the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities they respectively represent.

This instrument refers to a CONTRACT AGREEMENT, consisting of three (3) pages including this page, each of which is duly signed by the parties to the instrument and those of the witnesses and sealed with the notarial seal.

WITNESS MY HAND AND SEAL on the day, year and place first above written.

Doc. No. 83 ;  
Page No. 18 ;  
Book No. 6 ;  
Series of 2022.

**ATTY. REYNALDO G. TANTE**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
3RD UNIT 2ND FLOOR, MAXFEL BLDG.,  
J.C DE JESUS STREET, POBLACION  
SANTA MARIA, BULACAN  
PTR NO. 1000871 01-03-22  
IBP NO. 155640 01-29-21  
ROLL NO. 41600  
MCLE COMPLIANCE VII NO. 0002614-02-29-21  
PNC 64-MB-2021