



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



PO Number **2109095**

Purchase Order Date:

Procuring Unit : **OFFICE OF THE CITY MAYOR**

Company Name : **MS V ENTERPRISES**

Address : **6 Bayo Condotel & Suites, Sct. Bayoran St., cor Sct. Tuazon, Brgy. South Triangle, Q. C.**

Business Type : **Sole Proprietorship Registration #05360637**

PR Number : **GF-21-08-00379**

Mode of : **53.2**

Procurement

Resolution No. : **21-A-351**

TIN Number : **136-386-905-000**

Contact Number : **0917-819-5910**

Sir/Madam:

Please furnish this office the following articles subject to the terms and conditions contained here

Place of Delivery : **OFFICE OF THE CITY MAYOR**

Delivery Schedule : **Ninety (90) Calendar Days**

Payment Term : **Credit**

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	<p>RENTAL OF SERVICE VEHICLE TO TRANSPORT PERSONNEL AND AUTHORIZED PERSONS OF THE LOCAL GOVERNMENT UNIT OF QUEZON CITY FOR COVID-19 CONTACT TRACING ACTIVITIES</p> <p>Base rental for 8hours for 55 Service Vehicle Units for 90 Days with a maximum of 50km travel distance within the City (excluding Sunday and Holidays)</p> <p>Note: Inclusive of provision for the estimated budget to cover projected overtime services and travel distance in excess of the daily maximum distance of 50km route (20% of base rental rate)</p> <p>Terms of Payment: Payment will be made upon issuance of the billing statement every 15 calendar days</p> <p>(with attached Terms of Reference) ***** Nothing Follows *****</p>	Lot	1	15,383,400.00	15,383,400.00

Total Amount : **15,383,400.00**

Total Amount In Words (Pesos): **Fifteen Million Three Hundred Eighty Three Thousand Four Hundred Pesos Only**

MA. JOSEFINA G. BELMONTE
City Mayor

VENUS T. TERRY 8/2/2021
Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU
City Accountant



OBR : **100 - 2021 - 08 - 07667**

PR Amount : **15,384,600.00**

TERMS AND CONDITIONS

1. ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF RECEIPT.
2. AWARDEE shall be responsible for the source(s) of its supplies/materials/equipment and shall make deliveries in accordance with the schedule, quality and specification of the award and purchase order. Failure by the AWARDEE to comply with the same shall be a ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the ALTERNATE AWARDEE.
3. AWARDEE shall pick up purchase order(s) issued in its favor within three (3) days after receipt of notice to that effect. A telephone call, fax transmission or electronic mail (e-mail) shall constitute an official notice to the AWARDEE. Thereafter, if the purchase order(s) remains unclaimed, the said purchase order(s) shall be sent by mailing or courier, messengerial service to the AWARDEE. To avoid delay in the delivery of the requesting end-user's requirement, all DEFAULTING AWARDEES shall be precluded from proposing or submitting a substitute sample.
4. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but fails to deliver the required product(s) within the time called for in the same order, the delivery period may be extended a maximum of fifteen (15) calendar days under liquidated damages to make good the delivery. Thereafter, if AWARDEE has not completed the
5. delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance, withdrawn from that AWARDEE. The BAC-Goods and Services shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for its disqualification from future bids of the same items, without prejudice to the imposition of other sanction as prescribed under RA 9184 and its RIRR.
6. When the supplier fails to satisfactorily deliver goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/services scheduled for delivery for everyday of delay until such goods/services are finally delivered and accepted by the procuring entity concerned.
7. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.
8. Supplier shall guarantee its deliveries to be free from defects. Any defective item(s)/product(s), therefore that maybe discovered by the **Quezon City Government** within three (3) months after acceptance of the same, shall be replaced by the supplier within seven (7) calendar days upon receipt of a written notice to that effect.
9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
10. As a pre-condition to payment, IMPORTANT DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the **Quezon City Government**.
11. All transactions are subject to applicable withholding taxes in accordance with existing BIR rules and regulations.
12. Supplier shall furnish the End-user through the City General Services Department stockroom, the articles, described above;
13. The **Quezon City Government** reserves the right to accept or reject delivered articles if found not in conformity to the specifications, terms and conditions stipulated.
14. Provisions contained in Title VI, Book IV of the Civil Code of the Philippines on Sales are hereby incorporated and made as an integral part hereof.
15. This contract shall also serve as **Notice to Proceed**, to take effect on AUG 02 2021 and to expire on -

CONFORME:

SIGNATURE OVER PRINTED NAME

IN THE CAPACITY OF

DATE

Duly authorized to sign this Purchase Order for and on behalf of

COMPANY NAME

SUBSCRIBED AND SWORN to before me this AUG 02 2021 day of August, 2021 at Manila, Philippines. Affiant personally known to me and were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiants exhibited to me his/her with his/her photograph and signature appearing thereon with No. 164

Doc. No. 164
Page No. 33
Book No. 002
Series of 2021

Notary Public
Room 405, Security Bank Building
Mandala, 2nd Floor, 1st Floor
Adm. Bldg. 1st Floor, 1st Floor
Commission expires on December 31, 2022
Attorney's Hall, 1st Floor
MSP Reference No. 111546, 111547, 111548, 111549
PTR No. 000079, 000080, 000081, 000082

***This Purchase Order shall be deemed invalid without Notary Seal (for project amounting to Php2,500,000.00 and above only)



VEHICLE RENTAL AGREEMENT
GF-21-08-00379

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

QUEZON CITY GOVERNMENT, a public corporation existing under the laws of the Philippines, represented herein by HON. MA. JOSEFINA G. BELMONTE, in her capacity as City Mayor, with office at Quezon City Hall Compound, Elliptical Road, Diliman, Quezon City, Metro Manila, and hereinafter referred to as the "CITY"

-and-

MS. V ENTERPRISES, an entity duly organized and existing under the laws of the Republic of the Philippines with office address at 6 Bayo Condo Sct. Bayoran cor. Sct. Tuazon Quezon City, represented herein by its Owner, VENUS T. TERRY, hereinafter referred to as the "SERVICE PROVIDER"

(CITY and SERVICE PROVIDER may be referred to individually as a "Party" and collectively, as "Parties.")

RECITAL

WHEREAS, in its Resolution No. 21-A-351 Series of 2021 duly approved by the CITY Mayor, the Bids and Awards Committee on Goods and Services resorted to negotiated mode as an alternative method of procurement in accordance with the requirements of Section 53.2 of the Revised IRR of R.A. 9184;

WHEREAS, in accordance with pertinent laws, rules and issuances on Negotiated Procurement (Emergency Cases), the CITY sent Requests for Quotation/Proposal to various service providers of known qualification for the Rental of Service Vehicle to Transport Personnel and Authorized Persons of the Local Government Unit of Quezon City for Covid-19 Contact Tracing Activities under Purchase Request No. GF-21-08-00379 (the "Project");

WHEREAS, the SERVICE PROVIDER participated and submitted its quotation for the Project and upon evaluation, was determined to be a service provider which possesses the technical, legal and financial capability to deliver the required services;

WHEREAS, on AUG 02 2021, the Notice of Award was issued to the Service Provider;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereto agreed and do hereby mutually agree to be bound by the covenants and stipulations herein set forth as follows:

Section 1. Scope of Work. Pursuant to and in accordance with the Contract Documents provided herein, the SERVICE PROVIDER undertakes to deliver to the CITY



the scope of work are clearly defined in the Terms of Reference, which includes the following:

- Provision of Fifty-Five (55) Service Vehicle Units to be utilized in the Covid-19 contact tracing activities of the personnel and authorized persons of Quezon City LGU for a period of ninety (90) days excluding Sundays and holidays.
- Subject to guidelines on road transportation and allowable number of transportation passengers issued by the Covid-19 IATF, the motor vehicle that will be utilized must be capable of accommodating at least two (2) passengers per unit excluding driver. Unauthorized passengers are not allowed.
- Coordinate with the City the details and terms of the rental (i.e. date, pick-up and drop-off locations, schedules and names of passengers).
- To ensure that all service vehicles are properly insured and provided with driver side barrier, hand sanitizer/disinfecting alcohol, first aid kit and fire extinguishers.
- Strictly observe traffic rules and regulations and abide by existing laws
- Observance of proper health protocols prior to embarkation and while inside the service vehicle.
- Ensure cleanliness, sanitary condition, serviceability and roadworthiness of the service vehicle and provide the necessary tools and equipment.
- Accomplish and sign driver's report/trip ticket form to be provided on each service vehicle, which indicates the date, travel time start, travel time end, full name and contact number of the passenger(s) and their corresponding signature(s).

Section 2. Contract Documents. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) Request for Quotation/ Proposal;
- (b) Terms of Reference (TOR);
- (c) The Service Provider's Quotation, including the Operation and Collection Cost Forms and all other documents/statements submitted;
- (d) Eligibility requirements, documents, undertakings and/or statements;
- (e) Notice of Award; and
- (f) Notice to Proceed

The documents mentioned above shall be collectively referred to as "Contract Documents".

Section 3. Delivery Schedule. The **SERVICE PROVIDER** shall perform, supply and deliver to the **CITY** its Services provided herein in accordance with the TOR, in accordance with the service performance standards required by the **CITY**.

Section 4. Term. This Agreement shall be effective for the period of Ninety (90) days commencing on AUG 02 2021 until OCT 31 2021.

Section 5. Contract Price. In consideration of the complete and faithful delivery of any and all Services and performance of any and all obligations of the **SERVICE**



PROVIDER under this Agreement, the SERVICE PROVIDER shall be paid for the entire duration of the Agreement the total amount of **Fifteen Million Three Hundred Eighty Three Thousand Four Hundred Pesos (Php15,383,400.00)** inclusive of the 12% Value Added Tax (VAT) (the "Contract Price") in accordance with the conditions set forth in Section 6 hereof.

Section 6. Terms of Payment. The payment of the Contract Price shall be made every fifteen (15) days upon issuance of the billing statement and subject to the submission by the SERVICE PROVIDER of an accomplishment report and other appropriate verification documents detailing the operations conducted.

The processing of payments will entail the approval by the CITY of the SERVICE PROVIDER'S complete documentation and deliverables before invoices may be processed for payment. The CITY likewise reserves the right to validate billing/invoice before payment of fees.

Section 7. Project Cost Adjustment. As stated in Republic Act 9184, otherwise known as the Government Procurement Reform Act, Section 61.2, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the Government of the Philippines, promulgated after the date of bid opening, [such as, but not limited to, increase in minimum daily wage pursuant to law or new wage order], a contract price adjustment shall be made on a no loss-no gain basis.

Section 8. Standard of Performance. The SERVICE PROVIDER shall perform the required services and carry out its obligations with all due diligence, efficiency and economy. It shall observe the highest degree of standards based on industry practice.

Section 9. Penalties. The SERVICE PROVIDER shall be liable for penalty for any breach of contract under all applicable laws, issuances and regulations.

Section 10. Liquidated Damages. It is understood and agreed that time is of the essence of this Agreement. In the event the SERVICE PROVIDER refuses or fails to completely supply and deliver to the CITY the Services defined herein within the delivery schedule provided under Section 3 hereof at no fault of the CITY, the SERVICE PROVIDER shall be liable for liquidated damages in the amount equivalent to one tenth of one percent (1/10 of 1%) of the Contract Price for every day of delay until the Project is completely delivered: *Provided*, that, the total cumulative amount of liquidated damages shall not exceed ten percent (10%) of the Contract Price: *Provided*, further, that, once the cumulative amount of liquidated damages exceeds ten percent (10%) as provided herein, the CITY, in accordance with Section 68 of the IRR of R.A. 9184, may rescind or terminate this Agreement without prejudice to other remedies and other courses of action available to the CITY under this Agreement and pursuant to any and all applicable laws.

Section 11. Authority to Deduct Penalties and Liquidated Damages. For purposes of assessment and enforcement of the penalties and liquidated damages in the immediately preceding sections, the CITY, upon written notice to the SERVICE PROVIDER, is hereby authorized to deduct any amount due as penalty and/or liquidated damages from any amount due or may become due and owing to the SERVICE

MA. JOSEFINA G. BELMONTIE
City Mayor

VENUST TERRY
Owner



PROVIDER or from any and all bonds or securities posted by the **SERVICE PROVIDER** in favor of the **CITY**, at the option of the latter. It is hereby agreed and understood that the imposition of penalty and assessment of liquidated damages are cumulative and not alternative remedies of the **CITY** under this Agreement.

Section 12. Assignment and Sub-contracting. This Contract or any portion hereof shall not be assigned, transferred or ceded to any other party/ies without the written consent of the **CITY**. **SERVICE PROVIDER** is further prohibited from sub-contracting any obligations in this contract to any other party.

Section 13. Representations and Warranties of the Service Provider. The **SERVICE PROVIDER** hereby represents and warrants to the **CITY** as follows:

a. The **SERVICE PROVIDER** is a corporation duly organized, validly existing and in good standing under the laws of the Republic of the Philippines.

b. The **SERVICE PROVIDER** has full legal right, power and authority to carry on its present business, to own its properties and assets, and to execute and deliver this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, and to perform and observe the terms and conditions thereof.

c. All appropriate and necessary corporate and legal actions have been taken by it to authorize the execution and delivery of this Agreement, and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of all provisions, conditions, covenants, and other terms hereof and thereof, as well as all the transactions contemplated herein.

d. This Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, constitute, or when executed and delivered pursuant thereto, will constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.

e. The execution and delivery of this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of its obligations hereunder will not:

i. conflict with its Articles of Incorporation, By-Laws or other constitutive documents;

ii. conflict with, result in the breach of, or constitute an event which would either immediately or with the lapse of time or giving of notice or both, result in a default under, or accelerate the performance required by, the terms of any agreement, document, contract, instrument or commitment to which it is a party or by which it or any of its assets is bound;

iii. conflict with or require any written consent or approval under any judgment, order, writ, decree, permit or license to which it is a party or by which any of its assets is bound; or

MA. JOSEFINA G. BELMONTE
City Mayor

VENY S. TERRY
Owner



iv. require the written consent or approval of any other party to any agreement, document, contract, instrument or commitment to which it is a party or by which any of its assets is bound.

f. There are no actions, suits or proceedings existing, pending or, threatened against or directly affecting the **SERVICE PROVIDER** and/or any of its assets before any court, arbitrator or governmental or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect the ability of the **SERVICE PROVIDER** to perform its obligations hereunder.

g. No event has occurred and is continuing which might materially and adversely affect the carrying out of its obligations under this Agreement.

h. It is in compliance with all applicable laws and regulations in connection with the delivery of the Project.

i. Each of the representations and warranties herein shall survive the execution of this Agreement and shall be deemed repeated during the effectivity of this Agreement.

Section 14. Indemnification. The **SERVICE PROVIDER** shall indemnify and save the **CITY** and all its officers, employees, personnel and persons acting as agents or representatives and render them free and harmless from any and all claims, actions, liabilities, losses and suits which may be brought or instituted against them arising out of or resulting from the **SERVICE PROVIDER's** supply, deliver and performance of its Services under this Agreement.

Section 15. Events of Default of the Service Provider. Any of the following shall constitute an Event of Default under this Agreement:

a. When the **SERVICE PROVIDER** becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the **SERVICE PROVIDER**, in any bankruptcy, insolvency, administration, suspension of payment, reorganization, winding-up or liquidation proceeding, or any other proceeding analogous in purpose and effect; (ii) the making of an assignment by the **SERVICE PROVIDER** for the benefit of its creditors; (iii) the admission in writing by the **SERVICE PROVIDER** of its inability to pay its debts; (iv) the entry of any order of judgment of any competent court, tribunal or administrative agency or body confirming the bankruptcy or insolvency of the **SERVICE PROVIDER** or approving its reorganization, winding-up or liquidation, or (v) the lawful appointment of a receiver or trustee to take possession of the properties of the **SERVICE PROVIDER**;

b. When the **SERVICE PROVIDER** suspends or discontinues all or a substantial portion of its business operations, whether voluntarily or involuntarily, for a period of at least sixty (60) days;

c. Any material breach by the **SERVICE PROVIDER** of any of its warranty, representation or covenant made under this Agreement.

MA. JOSEFINA G. BELMONTÉ
City Mayor

VENUSTE TERRY
Owner



Section 16. Consequences of Default. Upon occurrence of any Events of Default under this Agreement, the CITY may declare the SERVICE PROVIDER in default and shall have the right to:

- Terminate this Agreement;
- Call on the Performance Security to answer for any and all damages of whatever nature suffered by the CITY resulting or arising from the SERVICE PROVIDER's default; and
- Take such other steps or actions against the SERVICE PROVIDER for the full protection and enforcement of the CITY's rights and interests.

Section 17. Compliance with Laws, Ordinances and Regulations. The SERVICE PROVIDER shall comply with any and all laws, ordinances and regulations of the national and local government applicable to or binding upon the parties hereto. For this purpose, any and all pertinent provisions of RA 9184 and its IRR, and other applicable laws and regulations are deemed written and incorporated in this Agreement. In case of conflict between any of the provisions of this Agreement and those of the applicable laws and regulations, the latter shall prevail.

Section 18. Indemnities and Attorney's Fees. Should any of the parties resort to court action in order to enforce their respective rights under this Agreement, the prevailing party or its successors-in-interest shall be entitled to be indemnified by the other party by way of attorney's fees, a reasonable sum equivalent to the actual amount of fees paid or to be paid by the prevailing party.

Section 19. Notification. All notices and communications shall be done in writing and shall be directed as follows:

CITY : OFFICE OF THE CITY MAYOR
c/o Bids and Awards Committee Secretariat
2nd Floor Finance Bldg, Quezon City Hall Complex,
Elliptical Road, Diliman, Quezon City

SERVICE PROVIDER : MS. V ENTERPRISES
6 Bayo Condo Sct. Bayoran cor. Sct. Tuazon
Quezon City

Section 21. Effectivity. This Agreement shall be effective upon execution by the parties hereto.

Section 22. Miscellaneous Provisions.

a. This Agreement, including the documents and/or agreements specifically incorporated herein by reference, constitutes the entire agreement between the parties. This Agreement may be amended and supplemented in writing at any time as decided and agreed upon by mutual consent of the parties.

b. This Agreement and all documents related thereto shall be binding upon and inure to the benefit of the parties herein and/or their respective heirs, agents, representatives, successors-in-interest, and assigns. The SERVICE PROVIDER shall



not assign its rights and obligations under this Agreement without the written consent of the CITY.

c. This Agreement embodies the entire arrangement or agreement of the parties and no undertaking, verbal or otherwise, in relation thereto, shall exist between the parties except as herein expressly set forth.

d. The parties hereby certify that they have read or caused to be read to them all the provisions of the foregoing Agreement, receipt of a signed copy of which is hereby expressly acknowledged by the parties and that they have fully understood the same.

e. The parties hereby represent and warrant that they have the necessary power and corporate authority to execute and deliver this Agreement and perform their obligations as incorporated herein and that such execution, delivery and performance do not and will not contravene any provision of their respective Articles of Incorporation, by-laws, any agreements or instruments to which they are a party or any laws or regulations of any governmental authority.

f. If any provision of this Agreement be declared by any court or other authorized agency of the government to be null and void, the nullity thereof shall not affect the validity of this transaction or any other provisions herein which shall then be considered as valid and binding between the parties.

g. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration in the Philippines according to the provisions of RA 876, otherwise known as the "Arbitration Law" and RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": Provided, that, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement on AUG 02 2021, at Quezon City.

QUEZON CITY GOVERNMENT

MS. V ENTERPRISES

By:

By:

MA. JOSEFINA G. BELMONTE
City Mayor

VENUS T. JERRY
Owner

SIGNED IN THE PRESENCE OF:

Ruby G. Manangu
RUBY G. MANANGU
City Accountant

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }

S.S.

BEFORE ME, a Notary Public for and in AUG 02 2021, this _____, personally appeared:

Name

Competent Proof of Identity

HON. MA. JOSEFINA G. BELMONTE, in her capacity as Mayor of the Local Government of Quezon City

OCM 0081744

VENUS T. TERRY, in her capacity as the Owner
of MS. V ENTERPRISES

P 5549262 B

all known to me and to me known to be the same persons who executed this Agreement, and they acknowledged to me that the same is their free and voluntary act and deed, and the free and voluntary act and deed of the parties which they respectively represent.

I certify that the foregoing Agreement, signed by the parties and their instrumental witnesses, consists of eight (8) pages, including this page on which the acknowledgement is written.

WITNESS MY HAND AND SEAL on the date and place above-written.

Doc. No. 163 ;
Page No. 24 ;
Book No. 002 ;
Series of 2021.



ATTY. MARK JOSEPH E. MARULLO
Notary Public
Room 405, Seaside Bank Building
Marshall St., Queen City
Adm. Matter No. 90-101
Commission Expires on December 31, 2012
Attorney's Roll No. 05114
HP Lifetime No. 016686, Queen City Chapter
PIR No. 00892, Blount Co. 1021, Queen City
SCLC Compliance No. 01061005