



Republic of the Philippines  
**PROCUREMENT DEPARTMENT**  
 Quezon City Government



PO Number **2110087**

**Purchase Order** Date: **AUG 02 2021**

Procuring Unit : **OFFICE OF THE CITY MAYOR**  
 Company Name : **GLOBAL COMFORT GROUP CORPORATION**  
 Address : **1050 DYE Building Hotel Sogo Quezon Ave. Quezon City**  
 Business Type : **Corporation Registration #CS201616524**

PR Number : **GF-21-07-00310**  
 Mode of Procurement : **53.2**  
 Resolution No. : **21-A-501**  
 TIN Number : **009-361-135-000**  
 Contact Number : **09175135089**

**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 :** Until December 31, 2021

**Payment Term :** Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	RENTAL OF 170 ROOMS WITH MEALS (SINGLE OCCUPANCY) Room accommodation with full meal  Included Services/Facilities: -Air conditioning Units -Television Unit -Wi-Fi -Linen Replacement -Customer Service Support -Breakfast, Lunch and Dinner  Terms of Payment: Payment will be made upon issuance of the billing statement every 15 Calendar Days  ***** Nothing Follows *****	lot	1	38,556,000.00	38,556,000.00

**Total Amount : 38,556,000.00**

**Total Amount In Words (Pesos):** Thirty-Eight Million Five Hundred Fifty-Six Thousand Pesos Only

**MA. JOSEFINA G. BELMONTE**  
 City Mayor

*Christy L. Sanfraga* **Aug. 2, 2021**  
 Signature Over Printed Name of Supplier / Date

**Funds Available:**

*Ruby G. Manangu*  
**RUBY G. MANANGU**  
 City Accountant



**OBR : 160-2021-08-07566**

**PR Amount : 38,628,800.00**

**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:

Cristy L. Santiago  
SIGNATURE OVER PRINTED NAME

Sector Head / Authorized Representative  
IN THE CAPACITY OF

Aug 2, 2021  
DATE

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

Global Compact Group Corporation  
COMPANY NAME

SUBSCRIBED AND SWORN to before me this AUG 02 2021 day of August, 2021 at Philippines. Affiants 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. \_\_\_\_\_.

Doc. No. 933  
Page No. 66  
Book No. 001  
Series of 1061

*[Notary Seal and Stamp]*  
Notary Public for the Philippines  
Notary Office No. 103  
Commission Expires on December 31, 2022  
Notary Office No. 10314  
IBP Licensure No. 10314  
BIR No. 10314  
AUG 02 2021

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



AGREEMENT  
(Rental of Rooms for Health Care Workers in Quezon City)  
P.R. NO. GF-21-07-00310

MA. JOSEFINA G. BELMONTE  
CITY MAYOR

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 the Honorable **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 -

**GLOBAL COMFORT GROUP CORPORATION**, a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at 1050 DYE Building Hotel Sogo Quezon Avenue, Quezon City, represented herein by its Authorized Representative, **CRISTY L. SANTIAGO**, and hereinafter collectively referred to as the "FACILITY"

**CITY** and **FACILITY** may be referred to individually as a "Party" and collectively, as "Parties."

RECITALS:

WHEREAS, in its Resolution No. 21-A-501 Series of 2021 duly approved by the City Mayor, the Bids and Awards Committee on Goods and Services recommended the use of negotiated mode as an alternative method of Procurement for the **Rental of Rooms For Health Care Workers in Quezon City** (the "Project") pursuant to Section 53.2 of the Revised Implementing Rules and Regulations of R.A. 9184, which states among others that negotiated procurement may be resorted to when time is of the essence arising from other causes where immediate action is necessary to prevent damage to or loss of life or property;

WHEREAS, in accordance with pertinent laws, rules and issuances on Negotiated Procurement (Emergency Cases), the **CITY** sent Requests for Quotation to various suppliers of known qualification who are technically, legally and financially capable of delivering the required services for the Project;

WHEREAS, the **FACILITY** participated and submitted its quotation for the Project and upon evaluation, was determined to be a supplier which possesses the technical, legal and financial capabilities to deliver the required services;

WHEREAS, the **FACILITY** was declared as the **Lowest Calculated and Responsive Price Quotation Offer** and an award was issued on AUG 02 2021;

CRISTY L. SANTIAGO  
Authorized Representative



Republic of the Philippines  
PROCUREMENT DEPARTMENT  
Quezon City Government



2110087

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 FACILITY undertakes to supply and deliver to the CITY 170 rooms with meals (single occupancy), based on the CITY's parameters as follows:

Included Services/ Facilities:

- a. Air conditioning units
- b. Television unit
- c. Wi-Fi
- d. Linen Replacement
- e. Customer Service Support
- f. Meals (Breakfast, Lunch and Dinner)

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

- (a) Request for Quotation/ Proposal;
- (b) The FACILITY's Quotation;
- (c) Eligibility requirements, documents, undertakings and/or statements;
- (d) Notice of Award; and
- (e) Notice to Proceed.

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

*Section 3. Term.* This Agreement shall be effective for the period of \_\_\_\_\_ months commencing on AUG 02 2021 and ending on DEC 31 2021, subject to monthly evaluation by the CITY to determine the FACILITY's compliance with the terms and conditions provided herein.

*Section 4. Contract Price.* In consideration of the complete and faithful delivery of any and all performance of any and all obligations of the FACILITY under this Contract, the FACILITY shall be paid for the entire duration of the Contract the total amount of **Thirty Eight Million Five Hundred Fifty Six Thousand Pesos Only (Php38,556,000.00)**, inclusive of the 12% Value Added Tax (VAT) (the "Contract Price") in accordance with the conditions set forth in Section 6 hereof.

*Section 5. Terms of Payment.* The FACILITY shall be paid upon issuance and verification of the billing statement every 15 calendar days.

The processing of payments will entail the approval by the CITY of the FACILITY'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.

MA. JOSEFINA G. BELMONTE  
CITY MAYOR

CRISTY L. SANTIAGO  
Authorized Representative



*Section 6. 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 7. Standard of Performance.* The FACILITY 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 consistent with the requirements of the Project.

*Section 8. Penalties.* The FACILITY shall be liable for penalty for any breach of contract under all applicable laws, issuances and regulations.

*Section 9. Liquidated Damages.* It is understood and agreed that time is of the essence of this Contract. In the event the FACILITY refuses or fails to completely supply and deliver to the CITY the services required herein at no fault of the CITY, the FACILITY 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 Contract without prejudice to other remedies and other courses of action available to the CITY under this Contract and pursuant to any and all applicable laws.

*Section 10. Authority to Deduct Liquidated Damages.* For purposes of assessment and enforcement of the penalties and liquidated damages provided in the immediately preceding sections, the CITY, upon written notice to the SUPPLIER, 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 SUPPLIER or from any and all bonds or securities posted by the SUPPLIER 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 11. Representations and Warranties of the Facility.* The FACILITY hereby represents and warrants to the CITY as follows:

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

b. The FACILITY 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 Contract and all other documents executed, or required or necessary to be executed pursuant thereto, and to perform and observe the terms and conditions thereof.

MA. JOSEFINA G. BELMONTE  
CITY MAYOR

CRISTY L. SANTIAGO  
Authorized Representative



MA. JOSEFINA G. BELMONTE  
CITY MAYOR

c. All appropriate and necessary corporate and legal actions have been taken by it to authorize the execution and delivery of this Contract, 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 Contract 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 Contract 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

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 **FACILITY** 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 Contract or that would affect the ability of the **FACILITY** 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 Contract.

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 Contract and shall be deemed repeated during the effectivity of this Contract.

CRISTY L. SANTIAGO  
Authorized Representative



*Section 12. Indemnification.* The **FACILITY** 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 **FACILITY**'s supply, delivery and performance of its services under this Contract.

*Section 13. Events of Default of the Facility.* Any of the following shall constitute an Event of Default under this Contract:

a. When the **FACILITY** becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the **FACILITY**, 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 **FACILITY** for the benefit of its creditors; (iii) the admission in writing by the **FACILITY** 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 **FACILITY** 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 **FACILITY**;

b. When the **FACILITY** 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 **FACILITY** of any of its warranty, representation or covenant made under this Contract.

*Section 14. Consequences of Default.* Upon occurrence of any Events of Default under this Contract, the **CITY** may declare the **FACILITY** in default and shall have the right to:

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

*Section 15. Compliance with Laws, Ordinances and Regulations.* The **FACILITY** 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 Contract. In case of conflict between any of the provisions of this Contract and those of the applicable laws and regulations, the latter shall prevail.

MA. JOSEFINA G. BELMONTE  
CITY MAYOR

CRISTY L. SANTIAGO  
Authorized Representative



Republic of the Philippines  
PROCUREMENT DEPARTMENT  
Quezon City Government



2110087

*Section 16. Indemnities and Attorney's Fees.* Should any of the parties resort to court action in order to enforce their respective rights under this Contract, 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 17. 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

**FACILITY:** **GLOBAL COMFORT GROUP CORPORATION**  
1050 DYE Building Hotel Sogo Quezon Avenue,  
Quezon City

*Section 19. Effectivity.* This Contract shall be effective upon execution by the parties hereto.

*Section 20. Miscellaneous Provisions.*

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

b. This Contract 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 **FACILITY** shall not assign its rights and obligations under this Contract without the written consent of the **CITY**.

c. This Contract 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 Contract, 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 Contract 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.

MA. JOSEFINA G. BELMONTIE  
CITY MAYOR

CRISTY L. SANTIAGO  
Authorized Representative



Republic of the Philippines  
PROCUREMENT DEPARTMENT  
Quezon City Government



2110087

f. If any provision of this Contract 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 Contract 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 Contract on AUG 02 2021, at Quezon City.


QUEZON CITY GOVERNMENT

GLOBAL COMFORT GROUP CORPORATION


By:

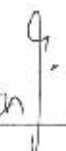
By:

  
MA. JOSEFINA G. BELMONTE  
City Mayor

  
CRISTY L. SANTIAGO  
Authorized Representative

SIGNED IN THE PRESENCE OF:

  
RUBY G. MANANGU  
City Accountant

  
LEONARD L. LARO



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
Quezon City, Metro Manila ) S.S.

BEFORE ME, a Notary Public for and in the above locality, personally appeared:

Name Competent Evidence of  
Identity

QUEZON CITY GOVERNMENT  
represented by  
MA. JOSEFINA G. BELMONTE

OCM 0081744

GLOBAL COMFORT GROUP CORPORATION  
represented by it Authorized Representative,  
CRISTY L. SANTIAGO

N25-14-024698

all known to me to be the same persons who executed the foregoing Agreement and they acknowledged to me that the same is their free and voluntary deeds as well as the free and voluntary deeds of the parties they represent.

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

IN WITNESS WHEREOF, I have affixed my signature and seal this \_\_\_\_\_  
day of AUG 02 2021, at the Quezon City, Metro Manila, Philippines.

Doc. No. 334  
Page No. 64  
Book No. 001  
Series of 2021.



ATTY. MARK JOS. M. MARTELA  
Notary Public  
Room 495, Security Bank Building,  
Mallao St., Quezon City  
Adm. Stamp No. 100-112  
Commission expires on 08/24/2022  
Attorney's Seal No. 1122  
IDP Lifetime No. 11222222222222222222  
PTR No. 11222222222222222222  
MCLF License No. 11222222222222222222