



2201042

SERVICE AGREEMENT (CGSD-22-SERVICES-050)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

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

-and -

MA. JOSÉFINA G. BELMONTE

City Mayor

Republic of the Philippines with office address at Unit 322 Eagle Court corporation duly organized and incorporated under the hereinafter referred to as the "SERVICE PROVIDER" Condo, 26 Matalino Road, Brgy. Central, Quezon City, represented herein Authorized Representative, MS. MAV AND CAY MARKETING JAN MYLENE R. CASTILLO INCORPORATED, laws of the

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

RECITAL

CGSD-22-SERVICES-050 (the "Project"). 16 December 2021 for the Operation and Preventive Maintenance Service of the Quezon City Hall Lagoon Fountain for Year 2022 (Early Procurement Activity) under Project No WHEREAS, the Bids and Awards Committee conducted a competitive bidding on

was declared to be the Single Bid as Read; WHEREAS, the SERVICE PROVIDER participated in the competitive bidding and

qualification stages, and was declared as the Single Calculated and Responsive Bid; WHEREAS, the SERVICE PROVIDER passed both the detailed evaluation and post

PROVIDER; WHEREAS, on H 1.5 2022 the Notice of Award was issued at the SERVICE

IAN MYLENER. CASTILLO

Authorized Representative

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

the scope of work required by the Project, the specifications of which are defined under Documents provided herein, the SERVICE PROVIDER undertakes to deliver to the CITY Section 1. Scope of Work. Pursuant to and in accordance with the Contract





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(TOR). Section VII. Technical Specifications of the Bidding Documents and the Terms of Reference

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

- **₹**99£696666 Invitation to Bid;
- Instruction to Bidders,
 - Bid Data Sheet;
 - General Conditions of Contract:
 - Special Conditions of Contract;
 - Schedule of Requirements;
 - Technical Specifications,
 - Terms of Reference;

MA. JOSEFINA G. BELMONTE

City Mayor

- Notice of Award;
- Bid Form;
- Schedule of Prices;
- Certificate of Availability of Fund (CAF); and
- Performance Security;

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

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

the date of acceptance of the Notice to Proceed (NTP) commencing on Section 4. Term. This Agreement shall be effective for the period of one (1) year from dn

duration of the Agreement the total amount of FIVE HUNDRED SEVENTY THREE any and all Services and performance of any and all obligations Tax (VAT) (the "Contract Price") in accordance with the conditions set forth in Section 6 THOUSAND SIX HUNDRED PESOS (PHP573,600.00) inclusive of the 12% Value Added PROVIDER under this Agreement, the SERVICE PROVIDER shall be paid for the entire hereof Section 5. Contract Price. In consideration of the complete and faithful delivery of of the SERVICE

fixed equal monthly rate payable at the end of each month Section 6. Terms of Payment. The payment of the Contract Price shall be made at a

JAN MYLENE R CASTILLO

Authorized Representative

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





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diligence, efficiency and economy. It shall observe the highest degree of standards based on PROVIDER shall perform the required services and carry out its obligations with all due industry practice Section 00 Standard of Performance. Consistent with the TOR, the SERVICE

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

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

MA. IOSEFINA G. BELMONTE

*City Mayor

liquidated damages are cumulative and not alternative remedies of the CITY under this securities posted by the SERVICE PROVIDER in favor of the CITY, at the option of the may become due and owing to the SERVICE PROVIDER or from any and all bonds or 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 latter. It is hereby agreed and understood that the imposition of penalty and assessment of to deduct any amount due as penalty and/or liquidated damages from any amount due or Agreement. Section 11. Authority to Deduct Liquidated Damages. For purposes of assessment

shall not be assigned, transferred or ceded to any other party/ics 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 12. Assignment and Sub-contracting. This Contract or any portion hereof

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

JAN MYLENER. CASTILLO

Authorized Representative

- and in good standing under the laws of the Republic of the Philippines The SERVICE PROVIDER is a corporation duly organized, validly existing
- on its present business, to own its properties and assets, and to execute and deliver this pursuant thereto, and to perform and observe the terms and conditions thereof Agreement and all other documents executed, or required or necessary to be executed The SERVICE PROVIDER has full legal right, power and authority to carry
- executed, or required or necessary to be executed pursuant thereto and the performance it to authorize the execution and delivery of this Agreement, and all other documents All appropriate and necessary corporate and legal actions have been taken by





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of all provisions, conditions, covenants, and other terms hereof and thereof, as well as all the transactions contemplated herein.

- thereto, will constitute its legal, valid and binding obligations, enforceable in accordance to be executed pursuant thereto, constitute, or when executed and delivered pursuant with their respective terms This Agreement and all other documents executed, or required or necessary
- of its obligations hereunder will not: executed, or required or necessary to be executed pursuant thereto and the performance The execution and delivery of this Agreement and all other documents
- documents; conflict with its Articles of Incorporation, By-Laws or other constitutive

MA. JOSEFINA G. BELMONTE

- default under, or accelerate the either immediately or with the lapse of time or giving of notice or both, result in a by which it or any of its assets is bound; agreement, document, contract, instrument or commitment to which it is a party or conflict with, result in the breach of, or constitute an event which would performance required by, the terms of
- order, assets is bound; or writ, decree, permit or license to which it is a party or by which any of its conflict with or require any written consent or approval under any judgment,
- document, contract, instrument or commitment to which it is a party or by which any of its assets is bound require the written consent or approval of any other party to any agreement,
- SERVICE PROVIDER to perform its obligations hereunder. validity or any court, arbitrator or governmental or administrative body or agency that affect the against or directly affecting the SERVICE PROVIDER and/or any of its assets before There are no actions, suits or proceedings existing, pending or, threatened enforceability of this Agreement or that would affect the ability of the
- adversely affect the carrying out of its obligations under this Agreement. No event has occurred and is continuing which might materially and
- with the delivery of the Project. It is in compliance with all applicable laws and regulations in connection
- of this Agreement and shall be deemed repeated during the effectivity of this Agreement. Each of the representations and warranties herein shall survive the execution

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





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

- reorganization, winding-up or liquidation, or (v) the lawful appointment of a receiver or 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 trustee to take possession of the properties of the SERVICE PROVIDER; judgment of any competent court, tribunal or administrative agency or body confirming SERVICE PROVIDER of its inability to pay its debts; (iv) the entry of any order of the SERVICE PROVIDER, in any bankruptcy, insolvency, administration, suspension any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against payment, bankruptcy When the SERVICE PROVIDER becomes insolvent, or commits or suffers reorganization, winding-up or liquidation proceeding, or 10 insolvency of the SERVICE PROVIDER or approving its
- substantial portion of its business operations, whether voluntarily or involuntarily, for a period of at least sixty (60) days; When the SERVICE PROVIDER suspends or discontinues all or a

✓ Čity Mayor

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

have the right to: 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

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

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

JAN MYLENE R. CASTILLO Authorized Representative

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

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





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MA. JOSEFINA G. BELMONTE

City Mayor

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: MAV AND CAY MARKETING INCORPORATED

Unit 322 Eagle Court Condo, 26 Matalino Road, Brgy. Central, Quezon City

parties hereto Section 20. Effectivity. This Agreement shall be effective upon execution by the

Section 21. Miscellaneous Provisions

- and agreed upon by mutual consent of the parties 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 This Agreement, including the documents and/or agreements specifically
- of the CITY. not assign its rights and obligations under this Agreement without the written consent representatives, successors-in-interest, and assigns. The SERVICE PROVIDER shall and inure to the benefit of the parties herein and/or their respective heirs, This Agreement and all documents related thereto shall be binding upon
- parties except as herein expressly set forth. and no undertaking, verbal or otherwise, in relation thereto, shall exist between the c. This Agreement embodies the entire arrangement or agreement of the parties
- expressly acknowledged by the parties and that they have fully understood the same the provisions of the foregoing Agreement, receipt of a signed copy of which is hereby d. The parties hereby certify that they have read or caused to be read to them all
- any laws or regulations of any governmental authority. Incorporation, by-laws, any agreements or instruments to which they are a party or obligations as incorporated herein and that such execution, delivery and performance and corporate authority to execute and deliver this Agreement and perform their do not and will e. The parties hereby represent and warrant that they have the necessary power not contravene any provision of their respective Articles of

IAN MYLENER CASTILLO

Authorized Representative

- be considered as valid and binding between the parties. 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 If any provision of this Agreement be declared by any court or other
- "Alternative Dispute Resolution Act of 2004": Provided, that, otherwise known as the "Arbitration Law" and RA 9285, otherwise known as the be submitted to arbitration in the Philippines according to the provisions of RA 876, g. Any and all disputes arising from the implementation of this Agreement shall by mutual agreement,





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the parties may agree in writing to resort to other alternative modes of dispute resolution.

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

QUEZON CITY GOVERNMENT

MAV AND CAY MARKETING

INCORPORATED

Ву:

Ву:

MA. JOSEFINA G. BELMONTE

JAN MYLENE R. CASTILLO Authorized Representative

SIGNED IN THE PRESENCE OF:

RUBY G. MANANGU

City Accountant





2201042

ACKNOWLEDGMENT

JAN MYLENE R. CASTILLO in her capacity as the Authorized Representative of MAV AND CAY MARKETING INCORPORATED	HON. MA. JOSEFINA G. BELMONTE, in her capacity as Mayor of the Local Government of Quezon City	Name	BEFORE ME, a Notary Public for and in, this	REPUBLIC OF THE PHILIPPINES }s.s.
um16 - 011-8733683.2	0cm-6681744	Competent Proof of Identity	s, personally appeared:	

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

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

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

Page No. 55; Book No. 601; Series of 1677;



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PROCUREMENT DEPARTMENT Republic of the Philippines

Quezon City Government

PO Number 2201042

Purchase Order

Date:

PR Number

.CGSD-22-SERVICES-050

Mode of Procurement :Public Bidding

Resolution No. :22-PB-022

TIN Number :010-411-733-000

Business Type : Corporation Registration #CS201916773

Address

Company Name

: MAV AND CAY MARKETING INCORPORATED

CITY GENERAL SERVICES DEPARTMENT

Unit 322 Eagle Court Condo, 26 Matalino Road, Barangay Central, Quezon City

Procuring Unit

Contact Number :09959243223

Sir/Madam:
Please furnish this office the following articles subject to the terms and conditions contained here:

Place of Delivery: CGSD CENTRAL WAREHOUSE

Delivery Schedule: One (1) Year

Payment Term: Credit

No. a) A fountain operator will be assigned whenever the fountain is FOUNTAIN OPERATION month Unit of Issue ALO ALO 12 **Unit Cost** 12,400.00 Amount 148,800.00

fountain operating time. c) Coordination with City General Services Department regarding b) Fountain operator salaries and allowances.

required to operate.

of this purchase order) (With attached Terms of Reference which will form an integral part

Nothing Follows

Total Amount:

573,600.00

Total Amount In Words (Pesos): Five Hundred Seventy Three Thousand Six Hundred Pesos Only

MA. JOSEFINA G. BELLMONTE City Mayor

Signature Over

Printed Name of Supplier / Date

Funds Available:

RUBY G. MÁNANGU City Accountant



OBR:

-00/

2500

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PR Amount:

Page 2 of 2

580,800.00



PROCUREMENT DEPARTMENT Republic of the Philippines

Quezon City Government



Purchase Order PO Number 2201042

Date:

Procuring Unit : CITY GENERAL SERVICES DEPARTMENT

Company Name : MAV AND CAY MARKETING INCORPORATED

Address

Unit 322 Eagle Court Condo, 26 Matalino Road, Barangay Central, Quezon City

Business Type : Corporation Registration #CS201916773

> PR Number .CGSD-22-SERVICES-050

Mode of Procurement :Public Bidding

Resolution No. :22-PB-022

TIN Number :010-411-733-000

Contact Number :09959243223

Sir/Madam:
Please furnish this office the following articles subject to the terms and conditions contained here:

Place of Delivery: CGSD CENTRAL WAREHOUSE Delivery Schedule: One (1) Year

Payı	Payment Term: Credit		•		
Stock No.	ltem	Unit of Issue	QTY	Unit Cost	Amount
	PREVENTIVE MAINTENANCE OF THE QUEZON CITY HALL LAGOON FOUNTAIN				
н	FOUNTAIN NOZZLES, FILTER SYSTEM AND VALVES a) Filter Systems and valves are to be services whenever needed to	month	Ħ	9,000.00	108,000.00

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pumps. b) Repair and rehabilitation of pumps whenever needed. c) Supply and replacement of parts whenever needed.	PUMP MAINTENANCE a) Checking of electrical and mechanical condition of the fountain	maintain the desired water effects. b) Adjustment and calibration of fountain nozzles whenever needed. c) Supply and replacement of parts whenever needed.
	month	
	n	
	5,600.00	
	67,200.00	

MAINTENANCE ON CONTROL SYSTEM	month
a) Programmed Fountain Controls are all checked that they are in	
good working condition.	
b) Magnetic switches, circuit breakers and automation electronic are	
to be checked as often as needed for loosed terminals and work out	

12

6,000.00

72,000.00

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parts to minimize down time.
to be checked as often as needed for loosed terminals and worn-out
b) Magnetic switches, circuit breakers and automation electronic are

month

12

9,100.00

109,200.00

replacements and
installation of busted components on the needed basis.
b) Supply and replacement of parts whenever needed.
INSPECTION AND CLEANING
a) General inspection that all water features are operating per
docios pulpanas

month

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5,700.00

68,400.00

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MA. JOSÉFINA G. BEJLMONTE

Funds Available:

RUBY G. MANANGU City Accountant

OBR:

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Signature

Printed Name of Supplier / Date

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PR Amount:

580,800.00

Page 1 of 2

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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 item(s) to the ALTERNATE AWARDEE. same shall be a ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the with the schedule, quality and specification of the award and purchase order. Failure by the AWARDEE to comply with the
- w AWARDEE shall pick up purchase order(s) issued in its favor within three (3) days after receipt of notice to that effect. be precluded from proposing or submitting a substitute sample. to the AWARDEE. To avoid delay in the delivery of the requesting end-user's requirement, all DEFAULTING AWARDEES shall the purchase order(s) remains unclaimed, the said purchase order(s) shall be sent by mailing or courier, messengerial service telephone call, fax transmission or electronic mail (e-mail) shall constitute an official notice to the AWARDEE. Thereafter, if
- 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
- Ś same items, without prejudice to the imposition of other sanction as prescribed under RA 9184 and its RIRR. by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for its disqualification from future bids of the delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal balance, withdrawn from that AWARDEE. The BAC-Goods and Services shall then purchase the required item(s) from such
- 0 inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the When the supplier fails to satisfactorily deliver goods/services under the contract within the specified delivery schedule, and accepted by the procuring entity concerned cost of the delayed goods/services scheduled for delivery for everyday of delay until such goods/services are finally delivered procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the
- 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
- 00 discovered by the Quezon City Government within three (3) months after acceptance of the same, shall be replaced by the Supplier shall guarantee its deliveries to be free from defects. supplier within seven (7) calendar days upon receipt of a written notice to that effect Any defective item(s)/product(s), therefore that maybe
- 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.
- 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	roceed, to take effect on FEB 18 2022	1022 and to expire on -
CONFORME: YEB 15 7023		
AN ANDRE STATIO	Alterial productative	62-16-27
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY OF	DATE
Duly authorized to sign this Purchase Order for and on behalf of NON AND CAN MARKETING INCORPORATED	behalf of NAV AND CAN MARKETIN	Cathadami
) COMPANY NAME	YNAME
SUBSCRIBED AND SWORN to before me this day of	at	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	dence of identity as defined in the 2004 Ru with his/her photogr	efined in the 2004 Rules on Notarial Practice (A.M. No. 02- with his/her photograph and signature appearing thereon
with No.		

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