



CONTRACT AGREEMENT  
(QCDRRMO-22-SERVICES-500)

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 -

**YUJ VILLAGE INN CORP.**, a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at 98 Matimtiman St. Sikatuna Village, Quezon City, represented herein by its Authorized Representative, **DEXTER S. ADRIAS**, 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. 01-071 Series of 2022 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 and Frontliners Staff in Quezon City under Project No. QCDRRMO-22-SERVICES-500 (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 qualifications;

WHEREAS, the FACILITY participated and submitted its quotation for the Project and upon evaluation, was determined to be the Lowest Calculated and Responsive Offer that possesses the technical, legal and financial capabilities to deliver the required services;

WHEREAS, a Notice of Award was issued on JAN 04 2022 2022;

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 deliver to the CITY the scope of



work required by the Project, the specifications of which are specifically defined in the Request for Quotation.

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

- (a) Request for Quotation/ Proposal;
- (b) Terms of Reference (TOR)/Terms and Conditions;
- (c) The FACILITY's Quotation;
- (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. Term.* This Agreement shall be effective for the period of twelve (12) months commencing on JAN 04 2022 2022 and ending on DEC 31 2022 2022, 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 Eighteen Million Pesos and 00/100 Only (Php18,000,000.00), inclusive of the 12% Value Added Tax (VAT) (the "Contract Price") in accordance with the conditions set forth in Section 5 hereof.

*Section 5. Terms of Payment.* The FACILITY shall be paid monthly based on the actual number of people accommodated.

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.

*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 the 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

MA. JOSEFINA G. BELMONTE  
City Mayor

DEXTER S. ADRIAS  
Authorized Representative



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 exceed 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.

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

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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.

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

- Terminate this Contract;
- 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

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City Mayor

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Authorized Representative





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.

*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: YUJ VILLAGE INN CORP.  
98 Matimtiman St. Sikatuna Village, 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

MA. JOSEFINA G. BELMONTE  
City Mayor

DEXTER S. ADRIAS  
Authorized Representative



Republic of the Philippines  
PROCUREMENT DEPARTMENT  
Quezon City Government



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 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 JAN 04 2022, at Quezon City.


QUEZON CITY GOVERNMENT

YUJ VILLAGE INN CORP.

By:

By:

MA. JOSEFINA G. BELMONTE  
City Mayor

  
DEXTER S. ADRIAS  
Authorized Representative

SIGNED IN THE PRESENCE OF:

  
RUBY G. MANANGU  
City Accountant

## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
 ) S.S.

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

DEXTER S. ADRIAS, in his capacity as the authorized representative of YUJ VILLAGE CORP.

DRIVER'S LICENSE NO.  
N04-16-010749  
2024/08/26

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 seven (7) pages, including this page on which the acknowledgement is written.

JAN 04 2022

IN WITNESS WHEREOF, I have affixed my signature and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at the Quezon City, Metro Manila, Philippines.



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Book No. X  
Series of 2022.

ATTY. ELISEO S. CALMA, JR.  
Notary Public  
Roll No. 50183

Notary Public  
Roll No. 58182

PTR No. 2454355-D, Jan. 03, 2022

DOI No. 015280, Nov. 20, 2019

Form No. H-00123, "until April

#20 Kaniyomachi St. Nishi-Shinjuku Village

East Windsor, Oregon City

Order No. 92-007 until Dec.

Extended as Commission Under P.M. 3795

Until June 30, 2022

**DEXTER S. ADRIAS**  
Authorized Representative