



PO Number 2210046

Purchase Order

NOV 2 4 2022

Procuring Unit : BUSINESS PERMITS AND LICENSING DEPARTMENT

Project Number : BPLD-22-IT-1298

Company Name

: SANDMAN SOFTWARE SYSTEMS, INC.

Mode of

: Public Bidding

Address

Procurement

: 22-PB-351

2/F Joroma Place Congressional Avenue Bahay Toro 1, Quezon City

Resolution No. TIN Number

: 211-383-447-000

Business Type

: Corporation Registration #A200018384

Contact Number: 09561207233

Sir/Madam:

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

Place of Delivery : Business Permits and Licensing Department

Delivery Schedule: Forty-Five (45) Calendar

Days

Payment Term: Credit

Unit of QTY Unit Cost Amount Stock Item Issue No. 30,850,000.00 30,850,000.00 SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AN lot ONLINE UNIFIED BUSINESS PERMIT APPLICATION SYSTEM FOR NEW, RENEWAL, AMENDMENT AND SPECIAL BUSINESS PERMITS (OUBPAS) FOR THE BUSINESS PERMITS AND LICENSING DEPARTMENT, QUEZON CITY (PHASE 3)

A.Integration to Third-Party Online Systems i. Tax Assessment and Payment via CTO and ITDD Bridge Server a. Capability to conduct online tax assessment for new and renewal application types b. Capability to create Order of Payment for miscellaneous fees

The service provider shall develop, test and deploy the following features and changes in QC Biz Easy Online Unified Business Permit Application module of https://qceservices.quezoncity.gov.ph/ >

c.Automated validation of tax payments

d.Generation of e-copies of Tax Bill/Order of Payment

ii. BPLD Automated Document Delivery System a. Automated pushing or pulling of data using customized APIs

b. Change in the application final processing process to take account of the automated sending of the original copy of the Mayor's Permit

iii.QC E-Payments

a. Automated pushing or pulling of data using customized APIs b. Redirection of users from QC Biz Easy to the QC's Online Payment

c.Include online payment details in CTO's access in OUBPAS d.Automatic payment validation via the CTO and ITDD servers

iv.ZAU Mapping Integration

MA. JOSEFINA G. BELMONTE City Mayor

Renal Merly

Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU City Accountant

OBR:

Approved Budget for the Contract: 31,000,000.00

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Business Type

: Corporation Registration #A200018384

Item

Contact Number: 09561207233

Sir/Madam:

Stock

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Place of Delivery: Business Permits and Licensing Department

Delivery Schedule: Forty-Five (45) Calendar

Amount

Days

Unit Cost

Payment Term:

Credit

No.	Issue	
a.Allow business owners to pin their location using Google Map		
with automatic feedback on zoning type based on ZAU's online		
zoning map,		
v.PCCI System Integration/		
a.Integration using customized APIs after electronic consent has		
been given by the business owner/applicant. In no case shall da	a be	
shared automatically to PCCI System without the expressed		1
electronic consent of the business owner/applicant.		1
b.Option to redirect users from QC Biz Easy to the PCCI website	in	
click by applicant		5 5 6
B New Online Modules		0.00
7		1
i. Online Barangay Business Clearance Payment		
a. Allows taxpayers to settle their amount due for the barangay		
clearance via QC ePayment		
b.Provide transaction reports on barangay clearance payments		
c.Provide BPLD, City Accounting Department and CTO transactio	1	
reports		
ii.Liquor Permit Online Application		
a. Allows business owners to submit application for liquor permit		
online		
b.Allows BPLD Liquor Licensing Division to evaluate, approve,		
process and release liquor permit		18
<ul> <li>Automatic sending of the electronic copy of Liquor Permit</li> </ul>		
c.Capability to create Order of Payment for miscellaneous fees		
d.Integration to QC ePayment System		
e. Automatic payment validation via the CTO and ITDD servers		

MA. JOSEFÍNA G. BELMONTE City Mayon

Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU City Accountant

OBR:

Approved Budget for the Contract: 31,000,000 00

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: BUSINESS PERMITS AND LICENSING DEPARTMENT Procuring Unit

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Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	c.Allows business owners to submit applications motion for reconsideration and other required documents as provided under the Quezon City Comprehensive Zoning Ordinance of 2016 (SP-2502, Series of 2016) d.Allows ZAU to evaluate, approve, process and release Locational Clearance • Automatic sending of the electronic copy of Locational Clearance e.Capability to create Order of Payment for misceilaneous fees f.integration to QC ePayments control of the CTO and ITDD servers.  viii.Automatic backup of Mayor's Permits to local BPLD onsite server				
	ix.Customer Feedback Survey a.Include the survey link in the Mayor's Permit approval email notification b.Web-based customer feedback web form based on BPLD's survey template c.Viewer and extractor of survey data				
	C. Feature and Change Requests on Pre-Existing Modules i. Revised application process for new business application and renewal application a. Allow applications to proceed to tax assessment/final review once approved by ZAU. All the other ancillary departments will evaluate the applications post the issuance of Mayor's Permit. b. Automatic sending of ancillary temporary clearance				
	ii.Revised application requirement for businesses with activities related to e-games, pogo, etc. a.Requires applicants to submit additional requirements				

MA. JOSEFINA G. BELMONTE City Mayor

Signature Over Printed Name of Supplier / Date

Funds Available:

RUBÝ G. MÁNANGU City Accountant

OBR:

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tock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	iii.Online Submission of Ancillary Clearances.				
- 4	a.Allows business owners to submit their national and local				
- 1	ancillary clearances post-permit/			1	
- 1	b. Provides access to the ancillary departments to verify submitted				
	documents.				
	iv.Ancillary Department's Compliance Monitoring				
	a. Provide an access where ancillary departments can update an				
- 1	establishment's compliance to their requirements				
	b. Allow ancillary departments to access the online permit				
	verification tool				
	v.Automatic Renewal				
	a.Automatic submission of renewal application for businesses who			1	
- 0	already settled their business taxes and regulatory fees				
	vi.Online Sales Declaration and Evaluation				
	a.Provision for business owners to submit their sales declaration			1	
	and other supporting documents via OUBPAS				
	b Provide CTO an access to evaluate the sales declaration online				
	submissions, as well as to conduct tax assessments and to generate			1	
	tax bills ×			- 1	
	c.Generate Tax Bill e-copy ✓				
	d.Integration to QC ePayments /				
	e.Automatic payment validation via the CTO and ITDD servers /				
	vii.Locational Clearance Automation and Online Application				
	a. Allows business owners to pin their business location in Google				
	Maps with automatic feedback on the Zone Type				
	b.Automatic releasing of Locational Clearance for business owners				
	with pusiness activities within the permissible zones.				

MA. JOSEFINA G. BELMONTE City Mayor,

Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU City Accountant

OBR:

Approved Budget for the Contract: 31,000,000.00







### 2210046

# SUPPLY AND DELIVERY AGREEMENT (BPLD-22-IT-1298)

#### KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

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

-and -

SANDMAN SOFTWARE SYSTEMS, INC., a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at 2/F Joroma Place Congressional Ave. Bahay Toro 1 Quezon City, represented herein by its authorized representative MERLY L. QUIAL hereinafter referred to as the "SUPPLIER".

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

#### RECITAL

WHEREAS, the Bids and Awards Committee conducted competitive bidding on 27 September 2022 for the Procurement of Supply, Installation, Testing, and Commissioning of an Online Unified Business Permit Application System for New, Renewal, Amendment, and Special Business Permits (OUBPAS) for the Business Permits and Licensing Department of Quezon City (Phase 3) under Project No. BLPD-22-IT-1298 (the "Project").

WHEREAS, the SUPPLIER participated in the competitive bidding and was declared to be the Lowest Bid as Read;

WHEREAS, the SUPPLIER passed both the detailed evaluation and postqualification stages, and was declared as the Lowest Calculated and Responsive Bid;

WHEREAS, on Notice of Award was issued to the SUPPLIER;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and undertakings hereinafter provided, the parties hereto agree, as they have hereby agreed, as follows:

Section 1. Deliverables. Pursuant to and in accordance with the Contract Documents provided herein, the SUPPLIER undertakes to deliver to the CITY the scope of work required by the Project, the specifications of which are defined under Section VII. Technical Specifications of the Bidding Documents and the Terms of Reference.











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Section 2. Contract Documents. The following documents shall be read and deemed incorporated in this Agreement, viz.:

- (a) Invitation to Bid;
- (b) Instruction to Bidders;
- (c) Bid Data Sheet;
- (d) General Conditions of Contract;
- (e) Special Conditions of Contract;
- (f) Schedule of Requirements;
- (g) Technical Specifications;
- (h) Terms of Reference;
- (i) Supplemental Bid Bulletins, if any;
- (j) Notice of Award;
- (k) Bid Form;
- (l) Schedule of Prices;
- (m) Certificate of Availability of Fund (CAF); and
- (n) Performance Security;

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

Section 3. Delivery Schedule. The SUPPLIER shall deliver to the CITY the required deliverables within forty-five (45) calendar days based on the Project Milestones stated in the Bidding Documents, as follows:

MILESTONES	CALENDAR DAYS
Project Preparation and Mobilization	3 calendar days upon receipt of the Notice to Proceed
Process Mapping and Technical Specs Sign-Off	4 calendar days upon receipt of the Notice to Proceed
Application Programming & Development to Minimum Viable Product	35 calendar days upon receipt of the Notice to Proceed
User Acceptance Testing (UAT)	2 calendar days
Training and Hand Over	1 calendar day
Project Support	12 months from the hand-over date

Section 4. Contract Price. In consideration of the complete and faithful delivery of the deliverables defined herein and the performance of any and all obligations of the SUPPLIER under this Agreement, the SUPPLIER shall be paid the total amount of Thirty Million Eight Hundred Fifty Thousand Pesos and 00/100 Only (P 30,850,000.00), inclusive of the 12% Value Added Tax (VAT) (the "Contract Price").

Section 5. Terms of Payment. Payment to the SUPPLIER shall be based on the following schedule:

I	MILESTONES		ACCEPTANCE CRITERIA	PERCENTAGE BILLING
Project Mobilizatio			Process Mapped and approved.	15%
Process N Specs Sign	* * *	chnical	Documentation signed off by the End-user.	







### 2210046

Application Programming & Development to Minimum Viable Product		35%
User Acceptance Testing (UAT) of the Updated Web Portal	Beta Testing of the Web Portal in End-User Office at Quezon City Compound.	34%
	Full documentation signed off by QA and the client's authorized personnel	
Training and Hand Over	Signed off by the client's authorized personnel.	15%
Performance Security Retainer	6 months	1%
	TOTAL	100%

The processing of payments will entail the approval by the CITY of the SUPPLIER'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. Price Adjustment. The Contract Price shall be fixed and there shall be no price adjustment and escalation for the duration of the Agreement until and unless there exists an extraordinary circumstance as may be determined by the National Economic Development Authority that may warrant an increase of the Contract Price in accordance with Section 61 of the Implementing Rules and Regulations of RA 9184, otherwise known as the Government Procurement Reform Act.

Section 7. Standard of Performance. The SUPPLIER shall, consistent with the TOR, 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 8. Penalties. The SUPPLIER 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 Agreement. In the event the SUPPLIER refuses or fails to completely supply and deliver to the CITY the requirements for the Project defined herein within the delivery schedule provided under Section 3 hereof at no fault of the CITY, the SUPPLIER 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 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 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 10. Authority to Deduct Liquidated Damages. For purposes of assessment and enforcement of the liquidated damages provided under Section 8 hereof, the CITY, upon written notice to the SUPPLIER, is hereby authorized to deduct any amount due as 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





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the option of the latter. It is hereby agreed and understood that the assessment of liquidated damages are cumulative and not alternative remedies of the CITY under this Agreement.

Section 11. Representations and Warranties of the Supplier. The SUPPLIER hereby represents and warrants to the CITY as follows:

- a. The SUPPLIER is an entity duly organized, validly existing, and in good standing under the laws of the Republic of the Philippines.
- b. The SUPPLIER has the 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:
  - conflict with its Articles of Incorporation, By-Laws, or other constitutive documents, as may be applicable;
  - 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 SUPPLIER 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 SUPPLIER 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.

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



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- 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 12. Indemnification. The SUPPLIER 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 SUPPLIER's supply, delivery and performance of its obligations under this Agreement.

Section 13. Events of Default of the Supplier. Any of the following shall constitute an Event of Default under this Agreement:

- a. When the SUPPLIER becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the SUPPLIER, 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 SUPPLIER for the benefit of its creditors; (iii) the admission in writing by the SUPPLIER 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 SUPPLIER 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 SUPPLIER;
- When the SUPPLIER 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;
- Any material breach by the SUPPLIER of any of its warranty, representation or covenant made under this Agreement.

Section 14. Consequences of Default. Upon the occurrence of any Events of Default under this Agreement, the CITY may declare the SUPPLIER 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 SUPPLIER's default; and
- Take such other steps or actions against the SUPPLIER for the full protection and enforcement of the CITY's rights and interests.

Section 15. Compliance with Laws, Ordinances and Regulations. The SUPPLIER 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.









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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 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 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

SUPPLIER : SANDMAN SOFTWARE SYSTEMS, INC.

2/F Joroma Place Congressional Ave.

Bahay Toro 1 Quezon City

Section 18. Effectivity. This Agreement shall be effective upon execution by the parties hereto.

Section 19. 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 SUPPLIER 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.





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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.

Agreement on day ofNOV 2 8 2022  QUEZON CITY GOVERNMENT	parties have hereunto set their hands to this 2022, at Quezon City, Philippines  SANDMAN SOFTWARE SYSTEMS, INC.
By:  MA. JOSEPINA G. BELMONTE  City Mayor	Milial  MERLY L. QUIAL  Authorized Representative
SIGNED IN	THE PRESENCE OF:
RUBY G. MANANGU City Accountant	-





# 2210046

#### ACKNOWLEDGMENT

REPUBLIC	OF	THE	PHIL	IPPIN	IES
QUEZON	CIT	Y			

Meuro

} }s.s.

NOV 28 2022

BEFORE ME, a Notary Public for and FZON CITY, this

\_\_\_\_\_, personally appeared:

Name

Competent Proof of Identity

604 - 6081744

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

Driver's License N25-11-021638

MERLY L. QUIAL, in her capacity as the Authorized Representative of SANDMAN Software Systems, Inc.

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. 316; Page No. 76; Book No. 12; Series of 2022.



Mβωα/ MERLY L. QUIAL horized Representative

MA. JOSEFINA G. BELMONTE





Purchase Order Date:

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Procuring Unit : BUSINESS PERMITS AND LICENSING DEPARTMENT

Project Number : BPLD-22-IT-1298

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: SANDMAN SOFTWARE SYSTEMS, INC.

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: 22-PB-351

TIN Number

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Business Type

: Corporation Registration #A200018384

Contact Number: 09561207233

Sir/Madam:

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itock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	b.Automatically flag the application as high-risk				
	iii.Tax Bill Exemption for the following categories:				
	a.Cooperatives				
	b. Duly-registered Inventors				
	c.PEZA -Registered Enterprises				
	iv.Enhancement on the Email Notifications				
	v.Changes on the application form				
	a.Provision to add incorporator/s (surname, given, middle, suffix) b.Additional business type: One Person Corporation				
	c.Additional questions in the Unified Business Permit Application				
- 1	Form:				
- 1	Is the owner of business a Person with Disability?				
	Does the business employ Persons with Disability?				
	D.Provide end-user training to BPLD personnel, officers and other				
	end-users				
	E.Technical & Customer Service Support for 12 months				
	F.Provide hosting and administration of a cloud storage server				
	based on due diligence of QC Database size and requirements for				
- 14	any data collected and utilized by QC BPLD for the Online Unified				
- 1	Business Permit Application System for new, renewal, amendment				
	and special business permits (OUBPAS) for 12 months				
	(With attached Terms of Reference which will form an integral part				
- 1	of this Purchase Order)				

Total Amount:

30,850,000.00

Total Amount In Words (Pesos):

Thirty Million Eight Hundred Fifty Thousand Pesos Only

MA. JOSEFINA G. BELMONTE

City Mayor

Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU

City Accountant

OBR:

Approved Budget for the Contract: 31,000,000.00

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- 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.
- 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 nereof.
- 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.

<ol> <li>Provisions contained in Title VI, Book IV Integral part hereof.</li> </ol>	of the Civil Code of the Philippines on Sales are hereby ir	ncorporated and made as an
15. This contract shall also serve as <b>Notice</b> JAN 1.2 2002	to Proceed, to take effect on	and to expire on -
CONFORME: Menical Merty Quick	authorized Representative	11/28/22
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY OF	DATE
Duly authorized to sign this Purchase Order for a	COMPANY NAME	
me and were identified by me through compete	day of, at, Philippines. ent evidence of identity as defined in the 2004 Rules on No.	otarial Practice (A.M. No. 02-
8-13 SC), Affiants exhibited to me his/her with No	with his/her photograph and	signature appearing thereon
Dac. No		
Page No		
Book No		
Series of		



- ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM
  DATE OF RECEIPT.
- 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.
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<ol> <li>Provisions contained in Title VI, Book IV of the Civil Co Integral part hereof.</li> </ol>	A(x) A(x)	porated and made as an
15. This contract shall also serve as Notice to Proceed, to JAN 1 2 2023	o take effect orNOV 28 2022	and to expire on -
CONFORME: Milial Duial D	wtherited Representative	11/38/92
SIGNATURÉ OVER PRINTED NAME	IN THE CAPACITY OF	DATE
Duly authorized to sign this Purchase Order for and on behalf o	of Sandman Seftware Systems, INC. COMPANY NAME	
SUBSCRIBED AND SWORN to before me this day of me and were identified by me through competent evidence of 8-13-SC). Affiants exhibited to me his/her with No	at, Philippines. Affi identity as defined in the 2004 Rules on Notari with his/her photograph and sign	al Practice (A.M. No. 02-
Doc. No Page No Book No Series of		



- 1. ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF RECEIPT.
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- 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, 1 JAN 1 2 2023	to take effect	onNOV	2 8 2022	and to expire on -
CONFORME: Manial Merly Quiod	arthorized	Representative	L	11/28/22
SIGNATURE OVER PRINTED NAME	IN THE	CAPÁCITY OF		DATE
Duly authorized to sign this Purchase Order for and on behalf	of_Gandina		Systems MPANY NAM	NE .
subscribed and sworn to before me this day of me and were identified by me through competent evidence of 8-13-SC). Affiants exhibited to me his/her with No.	fidentity as d	efined in the 20	04 Rules or	Notarial Practice (A.M. No. 02-
Doc. No Page No Book No Series of				

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

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Integral part hereof.	of the Civil Code of the Philippines on Sales are hereby in the Philippines on Sales are hereby in the Philippines on Sales are hereby in the Proceed, to take effect on	and to expire on -
CONFORME: Mountal Merty Bright	authorized Representative	11/28/22
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY OF	DATE
	and on sehalf of <u>Jandman</u> Suffware Systems, INC COMPANY NAME	
SUBSCRIBED AND SWORN to before me this	day of, at, Philippines. ent evidence of identity as defined in the 2004 Rules on N	otarial 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		
Page No		
Book No		
Senes of		

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<ol> <li>Provisions contained in Title VI, Book IV of Integral part hereof.</li> </ol>	the Civil Code of the Philippines on Sales are hereb	by incorporated and made as an
15. This contract shall also serve as Notice to	Proceed, to take effect onNOV 2 8 2022	and to expire on -
CONFORME: Milial Merky Quial	authorized he presentative	1 28 22
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY OF	DATE
Duly authorized to sign this Purchase Order for and SUBSCRIBED AND SWORN to before me this	COMPANY NAI  Lay 24 8 2022 at QUEZON CIPHMpoir	nes. Affiant personally known to
me and were identified by me through competent e 8-13-SC). Affiants exhibited to me his/her <u>DRW</u> で with No. <b>いな - II - 0 みし 3</b> 変	with his/her photograph a	and signature appearing thereon
Doć. No. <b>326</b> Page No. <b>H</b>	Notary Photo Notarial Commission Notarial Relief	1 1 4 2 1 to 12/31/22 10 5-22
Book No. I	/BP OR NO 14 140 MCLE Completate No Title 2004/02/954	

Address: 25 Marsting St \*\*\*This Purchase Order shall be deemed invalid without Notary Seal (for project amounting to Php2,500,000.00 and above only)

Series of 2002