



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



PO Number **2211027**

Purchase Order Date: **NOV 15 2022**

| | | | |
|----------------|---|---------------------|--------------------|
| Procuring Unit | : INFORMATION TECHNOLOGY DEVELOPMENT DEPARTMENT | Project Number | : ITDD-22-IT-1555B |
| Company Name | : BY IMPLICATION, INC. | Mode of Procurement | : 53.9 |
| Address | : 1008 Edsa, Green Hills, San Juan Metro Manila | Resolution No. | : 22-A-444 |
| Business Type | : Corporation Registration #CS201018085 | TIN Number | : 007-916-928-000 |
| | | Contact Number | : +63 9178050562 |

Sir/Madam:

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

Place of Delivery : Information Technology Development Department

Delivery Schedule : Until December 31, 2022

Payment Term : Credit

| Stock No. | Item | Unit of Issue | QTY | Unit Cost | Amount |
|-----------|---|---------------|-----|------------|------------|
| 1 | <p>PROJECT DESCRIPTION</p> <p>This project is for the provision of a subscription to a Transit Information Publishing Service through an online web and mobile-based portal ("Portal") that can be integrated with the existing Global Positioning System ("GPS") network(s) of bus companies ("Operators") involved in the Q City Bus Service ("Q City Bus") program. The Portal should be able to display the GPS locations of the buses under Q City Bus and must be accessible or viewable by the general public which have access to the web.</p> <p>PROJECT SCOPE OF WORK</p> <p>i. Objective</p> <p>Publish transit information of Q City Bus, such as route names, operating hours, fares, stop and terminal names, bus number, bus assignment, bus operators, and GPS locations, on an online Portal, accessible via desktop or mobile device with internet connection. The Portal must be publicly accessible.</p> <p>ii. Technical Specifications</p> <p>a) Requires internet connection to work and receive or display information.</p> <p>b) The web-based module will be accessible using the latest versions of Safari and Chrome on Mac/iOS and Chrome on Windows/Android.</p> <p>c) The mobile application module can be installed on mobile devices running with either Android or iOS operating system.</p> <p>d) Can accept, read, and display data from the systems of the GPS providers of the Operators.</p> <p>e) Does not collect or mandate the collection of personal or sensitive information of users.</p> <p>f) Transit information of Q City Bus must be viewable by the public without any fees or charges, using compatible web browsers, or mobile devices.</p> | lot | 1 | 108,400.00 | 108,400.00 |

MA. JOSEFINA G. BELMONTE
City Mayor

Marie Frances Louise L. Salazar 11/15/22
Signature Over Printed Name of Supplier / Date

Funds Available:

Ruby G. Manangu
RUBY G. MANANGU
City Accountant

OBR : *NO. 2022-11-1434*

Approved Budget for the Contract : 108,400.00



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Sir/Madam:

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|-----------|--|---------------|-----|-----------|--------|
| | iii. Platform Features a)Users can view and explore transit information of Q City Bus and other major PUV lines in Metro Manila. b)Display transit information such as types of PUVs, fares, operating hours, routes, stops, etc., whenever these data are available. c)Display close-to-real-time locations of buses under Q City Bus, whenever such data is available and is being streamed to the Portal by the Operators or their GPS providers. d)Display specific and obvious identifiers for the various routes and lanes of Q City Bus, either through color-coding, headers or headings, and icons. e)Can generate basic reports either in spreadsheets or document format, containing the following metrics and data fields, where such reports must be submitted electronically to Quezon City: 1.Operator ID 2. Plate No 3.Case No 4.Bus No Vehicle-Route Assignment 5.GPS Provider ID 6.Date Last Updated 7.No of Days Since Last Active ***with attached Terms of Reference (TOR) which will form an integral part of this Purchase Order*** ***** Nothing Follows ***** | | | | |

Total Amount : 108,400.00

Total Amount In Words (Pesos): One Hundred Eight Thousand Four Hundred Pesos Only

MA. JOSEFINA G. BELMONTE
City Mayor

Ma. Josefina G. Belmonte 11/15/22
Signature Over Printed Name of Supplier / Date

Funds Available:

Ruby G. Manangu
RUBY G. MANANGU
City Accountant

OBR : 100-2020-11-14139

Approved Budget for the Contract : 108,400.00

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 NOV 15 2022 and to expire on - DEC 31 2022.

CONFORME:

Maria Francisca L. Salan
SIGNATURE OVER PRINTED NAME

Exec. Director
IN THE CAPACITY OF

11/15/22
DATE

Duly authorized to sign this Purchase Order for and on behalf of By Implication, Inc.
COMPANY NAME

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 with No. _____.

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)



AGREEMENT
SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF ONLINE TRANSIT
INFORMATION PUBLISHING SERVICE SUBSCRIPTION FOR QUEZON CITY BUS
AUGMENTATION PROGRAM "Q CITY BUS"
(ITDD-22-IT-1555B)

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 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 -

BY IMPLICATION, INC., a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at 1008 EDSA Greenhills San Juan Metro Manila, represented herein by its Authorized Representative, **MS. MARIE FRANCES LOUISE L. SALVAN** hereinafter referred to as "SUPPLIER".

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

- RECITAL -

WHEREAS, in its Resolution No. 10-179 series of 2022 duly approved by the CITY Mayor, the Bids and Awards Committee on Goods and Services resorted to Small Value Procurement as an alternative method of procurement in accordance with the requirements of Section 53.9 of the Revised IRR of R.A. 9184;

WHEREAS, in accordance with pertinent laws, rules and issuances on Small Value Procurement, the CITY sent Requests for Quotation to various suppliers of known qualification for the Supply, Delivery, Testing and Commissioning of Online Transit Information Publishing Service Subscription for Quezon City Bus Augmentation under Project No. ITDD-22-IT-1555B (the "Project");

WHEREAS, the SUPPLIER participated and submitted its quotation for the Project and upon evaluation, was determined to be a supplier with the single quotation as read which possesses the technical, legal and financial capability to deliver the required services;

WHEREAS, a Notice of Award was issued to 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:



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



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.

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

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

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

Section 3. *Delivery Schedule.* The **SUPPLIER** shall deliver to the **CITY** the required deliverables from the issuance of the Notice to Proceed until 31 December 2022.

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 **One Hundred Eight Thousand Four Hundred Pesos (P 108,400.00)**, inclusive of the 12% Value Added Tax (VAT) (the "Contract Price").

Section 5. *Terms of Payment.* Payment to the **SUPPLIER** shall be made when the transit information of Q City Bus becomes live on the web portal and the mobile application module.

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.



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



Section 8. Penalties. The **SUPPLIER** 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 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 exceeds ten percent (10%) as provided herein, the **CITY**, in accordance with Section 68 of the IRR of R.A. 9184, may rescind or terminate this Agreement without prejudice to other remedies and other courses of action available to the **CITY** under this Agreement and pursuant to any and all applicable laws.

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

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

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

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

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

MA. JOSEFINA G. BELMONTE
CITY MAYOR

MARIE FRANCES LOUISE L. SALVAN
Executive Director



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



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.

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

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

Section 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**;

b. 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;

MA. JOSEFINA G. BELMONTE
CITY MAYOR

MARIE FRANCES LOUISE L. SALVAN
Executive Director



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



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

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

- a. Terminate this Agreement;
- 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 **SUPPLIER's** default; and
- c. 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.

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 2 nd Floor Finance Bldg, Quezon City Hall Complex, Elliptical Road, Diliman, Quezon City |
| SUPPLIER | : | BY IMPLICATION, INC. 1008 EDSA Greenhills San Juan Metro Manila |

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.



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



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.

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

IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement on ____ day of NOV 15 2022 2022, at Quezon City, Philippines

QUEZON CITY GOVERNMENT

By:

MA. JOSEFINA G. BELMONTE
City Mayor

BY IMPLICATION, INC.

By

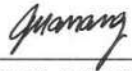
MARIE FRANCES LOUISE L. SALVAN
Executive Director



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



SIGNED IN THE PRESENCE OF:


RUBY G. MANANGU
City Accountant

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
QUEZON CITY }s.s.

NOV 15 2022

BEFORE ME, a Notary Public for and in QUEZON CITY, this _____, personally appeared:

Name

Competent Proof of Identity

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

DCM-0081744

MARIE FRANCES LOUISE L. SALVAN, in her
capacity as the authorized representative of By
Implication, Inc.

Driver's License No.
N01-06-005896 Exp. 12/21/2022


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

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

Doc. No. 360;
Page No. 83;
Book No. I;
Series of 2022.




ATTY. ARL P. LIM
Notary Public for Quezon City
Notarial Commission: NP-178; 7/14/21 to 12/31/22
Roll No. 65268
PTR No. 2445159; 1-5-22
IBP OR No. 197140, 1-7-22
MCLE Compliance No. 6-0026861
TIN: 329-392-954-000
Address: 25 Matalino St., Brgy. Central, Quezon City