



### 2212021

# AGREEMENT PERSONAL ACCIDENT INSURANCE PLAN FOR THE STUDENTS OF THE QUEZON CITY UNIVERSITY (QCU-22-SERVICES-1707B)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

QUEZON CITY GOVERNMENT, a local government unit 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 -

PRUDENTIAL GUARANTEE AND ASSURANCE INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at Coyiuto House, 119 Don Carlos Palanca, Legaspi Village, Makati City, herein represented by its Authorized Representative, MS. AMOR D. LAINO, hereinafter referred to as "SERVICE PROVIDER";

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

#### RECITAL

WHEREAS, the Bids and Awards Committee on Goods and Services of the CITY issued Resolution No. 11-202, Series of 2022 recommending the procurement of services of the SERVICE PROVIDER through Small Value Procurement as an alternative mode of procurement under Section 53.9 of RA 9184;

WHEREAS, on 25 November 2022, an opening of Request for Quotation (RFQ) for the PERSONAL ACCIDENT INSURANCE PLAN FOR THE STUDENTS OF THE QUEZON CITY UNIVERSITY under Project No. QCU-22-SERVICES-1707B (the "Project") was conducted;

WHEREAS, the SERVICE PROVIDER participated in the opening of RFQ and was declared to be the Single Price Quotation/Offer as Read;

WHEREAS, the SERVICE PROVIDER passed both the detailed evaluation and post qualification stages, and was determined to be the Single Calculated and Responsive Price Quotation/Offer for the Project;

<b>WHEREAS</b> , on	, the Notice of Award was issued to the SERVICE
PROVIDER;	

**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:







### 2212021

#### **ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES

**QUEZON CITY** 

s.s.

Name

Competent Proof of Identity

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

60 M. 0081744

MS. AMOR D. LAINO, in her capacity as the Authorized Representative of PRUDENTIAL GUARANTEE AND ASSURANCE INC.

PASSPORT 10 # 96299411B

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 acknowledgment is written.

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

Doc. No. 443; Page No. 49; Book No. 1; Series of 2022.

ATTY. ARL P. 1 17/1
Notary Public for Ouezon City
Notarial Commission: NP-178: 7/14/21 to 12/31/22
ROB No. 65/268
PTR No. 2445159: 1-5-22
IBP OR No. 197140, 1-7-22
MCLE Compliance No. 6-00/26861
TIN: 329-392-954-000

Address: 25 Matalino St., Brgy, Central, Quezon City

Marin





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Section 1. Scope of Work. Pursuant to and in accordance with the Contract Documents provided herein, the SERVICE PROVIDER undertakes to deliver to the CITY the deliverables and the scope of work required by the Project, the details of which are defined under the Request for Quotation and Terms of Reference (TOR).

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

- (a) Terms of Reference (TOR);
- (b) Notice of Award;
- (c) Notice to Proceed;
- (d) Duly Accomplished Request for Quotation;
- (e) BAC Goods Resolution No. 11-202, Series of 2022;
- (f) Certificate of Availability of Funds (CAF);
- (g) Any and all other documents submitted to the City during the course of the procurement process.

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

Section 3. Term. Group Policy must be issued to the Quezon City University within Fifteen (15) calendar days commencing on <u>DEC 2 9 2022</u> and ending on <u>JAN 1 3 2023</u>. Insurance Coverage: One (1) year upon issuance of Group Policy.

Section 4. Contract Price. In consideration of the complete and faithful supply and delivery of the deliverables and the performance of any and all obligations of the SERVICE PROVIDER under this Agreement, the SERVICE PROVIDER shall be paid the total amount of FOUR HUNDRED NINETY THOUSAND FOUR HUNDRED FORTY SIX PESOS AND 00/100 ONLY (PHP 490,446.00) inclusive of the 12% Value Added Tax (VAT) (the "Contract Price").

Section 5. Terms of Payment. The procuring entity shall pay the SERVICE PROVIDER 100% of the total premium upon delivery of the Group Policy.

The processing of payments will entail the approval by the CITY of the SERVICE PROVIDER'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. Consistent with the TOR, the SERVICE PROVIDER 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.

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









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Section 9. Liquidated Damages. It is understood and agreed that time is of the essence of this Agreement. In the event the SERVICE PROVIDER 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 4 hereof at no fault of the CITY, the SERVICE PROVIDER 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 10 hereof, the CITY, upon written notice to the SERVICE PROVIDER, is hereby authorized to deduct any amount due as liquidated damages from any amount due or may become due and owing to the SERVICE PROVIDER or from any and all bonds or securities posted by the SERVICE PROVIDER 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. Assignment and Sub-contracting. This Contract or any portions hereof shall not be assigned, transferred or ceded to any other party/ies without the written consent of the CITY. The SERVICE PROVIDER is further prohibited from sub-contracting any obligations in this contract to any other party.

Section 12. Representations and Warranties of the SERVICE PROVIDER. The SERVICE PROVIDER hereby represents and warrants to the CITY as follows:

- a. The **SERVICE PROVIDER** is a corporation duly organized, validly existing and in good standing under the laws of the Republic of the Philippines.
- b. The **SERVICE PROVIDER** 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:







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- i. 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 **SERVICE PROVIDER** 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 **SERVICE PROVIDER** 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 13. Indemnification. The SERVICE PROVIDER 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 SERVICE PROVIDER's supply, delivery and performance of its obligations under this Agreement.

Section 14. Events of Default of the SERVICE PROVIDER. Any of the following shall constitute an Event of Default under this Agreement:

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







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- b. When the **SERVICE PROVIDER** 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 **SERVICE PROVIDER** of any of its warranty, representation or covenant made under this Agreement.

Section 15. Consequences of Default. Upon occurrence of any Events of Default under this Agreement, the CITY may declare the SERVICE PROVIDER 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 SERVICE PROVIDER's default; and
- c. Take such other steps or actions against the **SERVICE PROVIDER** for the full protection and enforcement of the **CITY**'s rights and interests.

Section 16. Compliance with Laws, Ordinances and Regulations. The SERVICE PROVIDER 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 17. 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 18. 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

**SERVICE PROVIDER** 

PRUDENTIAL GUARANTEE AND

**ASSURANCE INC.** 

Coyiuto House, 119 Don Carlos Palanca, Legaspi

Village, Makati City

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

Section 20. 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.







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- 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 SERVICE PROVIDER 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 \_\_\_\_\_\_\_, at Quezon City, Philippines.

**QUEZON CITY GOVERNMENT** 

PRUDENTIAL GUARANTEE AND ASSURANCE INC.

By:

By:

MA. JOSEFINA G. BELMONTE Sity Mayor

AMOR D. LAINO

Authorized Representative

SIGNED IN THE PRESENCE

RUBY G. MANANGU

City Accountant





PO Number **2212021** 

Purchase Order Date: DEC 23 2022

**Procuring Unit** 

; QUEZON CITY UNIVERSITY

Project Number

:QCU-22-SERVICES-

1707B

Company Name

: PRUDENTIAL GUARANTEE AND ASSURANCE INC.

Mode of

:53.9

Procurement

Address

: Coyiuto House, 119 Don Carlos Palanca, Legaspi

Resolution No.

:22-A-535

Village, Makati City

**TIN Number** 

:000-491-813-000

**Business Type** 

: Corporation Registration #4936

Contact Number :75009586

Sir/Madam:

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

Place of Delivery: Quezon City University

Delivery Schedule: Fifteen (15) Calendar Days

Payment Term:

Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	Age limit is 15 to 65 years old;				
	Total Eligible Students as of November, 2022: 9,908			: :	
	Project Duration:				
	Group Policy must be issued to QCU within fifteen (15) calendar				
	days upon Issuance of Notice to Proceed				
	Insurance Coverage:				
	One (1) year upon issuance of Group Policy				
	Conditions:				
	1.Qualified students shall be covered for the duration of one (1)				
	year, unless earlier terminated for valid or just causes				
	2.For students to be continuously covered, the students must be officially enrolled for the following semester				
	***With attached Terms of Reference which will form an integral part of this Purchase Order***				
	****** Nothing Follows ******				
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490,446.00

Total Amount In Words (Pesos):

Four Hundred Ninety Thousand Four Hundred Forty-Six Per

MA. JOSEFINA G. BELMONTE City Mayo

12/29/22

Signature Over Printed Name of Supplier / Date

Funds Available:

City Accountant

OBR : المراكب الكراء ا

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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 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.

<ul> <li>14. Provisions contained in Title VI, Book IV of the Integral partinereof.</li> <li>15. This contract shall also serve as Notice to Province</li> </ul>	,	DEC 29 2022	orporated and made as an
CONFORME: / / / / / / / / / / / / / / / / / / /	SENIOR ASSIS	STANT VICE PR	PENDENT 12/29/22
SIGNATURE OVER PRINTED NAME	IN THE CAPAC	· · · ·	DATE
Duly authorized to sign this Purchase Order for and on b	ehalf of <b>PRUDENTIA</b>	COMPANY NAME	D ACCURANCE INC.
SUBSCRIBED AND SWORN to before me this day of me and were identified by me through competent evide			
8-13-SC). Affiants exhibited to me his/her			gnature appearing thereon

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

with No.

Doc. No. Page No. Book No.





PO Number **2212021** 

Purchase Order Date: DEC 23 2022

**Procuring Unit** 

: QUEZON CITY UNIVERSITY

**Project Number** 

:QCU-22-SERVICES-

1707B

Company Name

Village, Makati City

Mode of

:53.9

Address

; PRUDENTIAL GUARANTEE AND ASSURANCE INC.

Procurement

: Coyiuto House, 119 Don Carlos Palanca, Legaspi

Resolution No.

;22-A-535

TIN Number

:000-491-813-000

**Business Type** 

: Corporation Registration #4936

Contact Number :75009586

Sir/Madam:

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

Place of Delivery: Quezon City University

Delivery Schedule: Fifteen (15) Calendar Days

Payment Term:

Credit

Stock	Item	Unit of	QTY	Unit Cost	Amount
No۰		Issue			
1	Project Description:	student	9,908	49.50	490,446.00
	The Personal Accident Insurance Plan shall provide the university's				·
	students a corresponding benefit that covers the following:				
	(a)Accidental Death/Dismemberment/ Disablement (AD&D);				
	(b)Permanent Total Disablement/ Dismemberment (PTD)-due to accident;				
	(c)Unprovoked Murder or Assault (UM&A)-subject to territorial limitations;				
	(d)Accident Medical Reimbursement (AMR)-including UM&A and				i
	Maximum Coverage Benefit (MCB);				ŀ
	(e)Accident Burial Benefit-including MCB;				
	(f)Daily Hospital Income (DHI)-up to 30 days due to accident and				
	sickness (including Covid 19);				
	(g)Tutorial Fees-if the student was not able to go to school for a		į		
	minimum of 15 days due to accident or natural illness (via				
	reimbursement), aggregate limit of Php60,000.00;		·		
ł	(h)Ambulance Fee Benefit (ABF), aggregate limit of Php60,000.00;				
	(i)Medical Reimbursements-due to Dengue, aggregate limit of				
	Php60,000.00;				
	(j)Financial Assistance Benefit (FAB)-death to non-accidental cause;				
	(k)Financial Assistance Benefit (FAB)-death to insect bites, animal				
	bite and sexual assault, up to 10 qualified claimants only; and				
	(I)Fire Assistance Benefit, maximum of Php10,000.00 per dwelling,		1		
	aggregate limit of Php50,000.00.				
	Coverage:				
	To be eligible for membership under the Personal Accident				
	Insurance Plan, the following are the requirements:		N		
	•Students must be currently enrolled for the AY 2022-2023;	//	γ .		

MA. JOSEFINA G. BELMONTE City Mayo

AMORD WIND

12/29/22

Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU City Accountant

OBR: 117-2120-12.128

Approved Budget for the Contract :

495,400.00

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