



2212106

SERVICE AGREEMENT (QCTD-22-EM-1519)

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 –

612 EVENTS AND PRODUCTIONS, OPC, a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at Unit 407 Imperial Place Suites Tomas Morato cor. Timog Avenue South Triangle, Quezon City, represented herein by its Authorized Representative, MA. ROSELLE B. PASTORAL, and hereinafter referred to as the "SERVICE PROVIDER"

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

- RECITAL -

WHEREAS, in its Resolution No. 10-176 Series of 2022 duly approved by the City Mayor, the Bids and Awards Committee on Goods and Services recommended the use of negotiated mode as an alternative method of procurement for Events Management under Project No. QCTD-22-EM-1519 (the "**Project**") pursuant to Section 50(a) of the Revised Implementing Rules and Regulations of R.A. 9184;

WHEREAS, in accordance with pertinent laws, rules and issuances on Negotiated Procurement (Direct Contracting), the SERVICE PROVIDER participated and submitted its quotation for the Project and upon evaluation, was determined to be the Single Calculated and Responsive Offer and that it possesses the technical, legal and financial capabilities to deliver the required services;

WHEREAS, a 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:

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







2212106

the scope of work required by the Project, the specifications of which are specifically defined under The Request for Quotation 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) Purchase Order;
- (d) The Service Provider's Quotation;
- (e) Eligibility requirements, documents, undertakings and/or statements;
- (f) Notice of Award; and
- (g) Notice to Proceed

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

Section 3. Term. The SERVICE PROVIDER shall perform and deliver to the CITY the required services provided herein on 31 December 2022.

Section 4. Contract Price. In consideration of the complete and faithful delivery of the scope of work defined herein 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 Million Six Hundred Eleven Thousand Pesos (P 4,611,000.00), inclusive of the 12% Value Added Tax (VAT) (the "Contract Price").

Section 5. Terms of Payment. Payment to the SERVICE PROVIDER shall be made as follows: (a) 15% prior to the event date; (b) 85% full payment after the event.

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

Section 7. Standard of Performance. The 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.







2212106

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 Services defined herein within the delivery schedule provided under Section 3 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 8 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. Representations and Warranties of the Service Provider. The SERVICE PROVIDER hereby represents and warrants to the CITY as follows:

 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:

 conflict with its Articles of Incorporation, By-Laws or other constitutive documents;

ii. conflict with, result in the breach of, or constitute an event which would either immediately or with the lapse of time or giving of notice or both, result in a default under, or accelerate the performance required by, the terms of any



MA. ROSELLEB. PASTORAL Authorized Representative





2212106

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.

 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 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, deliver and performance of its Services under this Agreement.

Section 13. 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;

 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 14. 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;
- 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 15. 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 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

SERVICE PROVIDER: 612 EVENTS AND PRODUCTIONS, OPC Unit 407 Imperial Place Suites Tomas Morato cor. Timog Avenue South Triangle, Quezon City

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

Section 19. Miscellaneous Provisions.

1

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.

MA. JOSEFINA G. BELMONTE

MA. ROSELTE/B. PASTORAL Authorized Representative





2212106

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.

QUEZON CITY GOVERNMENT

612 EVENTS AND PRODUCTIONS, OPC

By:

MA. JOSEFINA G. BELMONTE City Mayor 松

MA. ROSELLE B. PASTORAL Authorized Representative

SIGNED IN THE PRESENCE OF:

By:

RUBY G. MANANGU City Accountant





2212106

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in ON CITY, this DEC 2 1, 2022 personally appeared:

Name

Competent Proof of Identity

OCM- 00817 44

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

CPN-0113-1052450-5

MA. ROSELLE B. PASTORAL , in her capacity as the authorized representative of 612 EVENTS AND PRODUCTIONS, OPC

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. <u>393</u>; Page No. <u>89</u>; Book No. <u>1</u>; Series of 2022.



ATTY: ARCP: L154 Notary Public for Ouestin City Notarial Commission: MP-178, 7(14/2) to 12/31/22 Refl No. 65268 PTR No. 2445159; 1-5-22 IBP OR No. 197140, 1-7-22 MCLE Compliance No. 6-0026861 TN: 329-392-954-000 Address: 25 Matalino St., Brgy, Central, Quezon City

A. ROSELLE B. PASTORAL Authorized Representative

	Republic of the Philippines CUREMENT DEPARTMENT Quezon City Government
Procuring Unit	: QUEZON CITY TOURISM DEPARTMENT
Company Name	: 612 EVENTS AND PRODUCTIONS, OPC
Address	: Unit 407 Imperial Place Suites Tomas Mo

PO Number 2212106

* PILIPINAS	Quezon City Government QUEZON CITY Greet Green Growing	chase Order Da	te: DEC 2 1 2022	-
Procuring Unit	: QUEZON CITY TOURISM DEPARTMENT	Project Number	:QCTD-22-EM-1519	
Company Name	: 612 EVENTS AND PRODUCTIONS, OPC	Mode of Procurement	Direct Contracting	А
Address	: Unit 407 Imperial Place Suites Tomas Morato Corn	er Resolution No.	:22-A-560	
	Timog Avenue South Triangle, Quezon City	TIN Number	:779-429-893-000	
Business Type	: Corporation Registration #2021070018505-04			
		Contact Number	:0446173851	

Sir/Madam:

. .

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

	r ieuee familien and ennee and feneraning arabier	subject to the terms t	ina oona	ciono contan	neu nere.
Plac	e of Delivery : Quezon City Tourism Department	Delivery So	hedule :		by the End-User until
Payr	ment Term : Credit			December 31,	2022
Stock	ltem	Unit of	QTY	Unit Cost	Amount
No.		Issue			
	Photo and Video Documentation with output				
	3 Live feed Videographers				
	Obs Studio Operator				

	1.		
Total Amoun	t In Words (Pesos): Four Million Six Hundred Eleven Thousand Pes	os Only /	
		Total Amount :	4,611,000.00
	****** Nothing Follows ******		
	hase Order		
With	attached Terms of Reference as an integral part of this		
10 pa	acks - On the Day coordinators		
	acks sound and Lights (On the Day) acks - On the Day Coordinators		
	cks - Sound and Lights (Whole Day -Meal) acks Sound and Lights (On the Day)		
	acks - Event Stylist (Whole Day - Meal)		
	acks - Technical Supplier (Whole Day -Meal)		
	/ Meal		
7x Co	omset		
	Hardisk		
	ne DJI Air 2s		
	Sdi / Hdmi Cord		
	deo Monitors		
	sistant / Support		
Grap	hics Editing		
2 Pro	ofessional Tripod Rental		
	nin Rs3 Pro Rental		
3 Car	mera Sony A7siii Rentals (Rigged)		
Same	e Day Editing		
Lapte	op Alienware		
	n Mini Pro		
	o Monitors (Atem and Video Out)		
4 Lor	ng Range Video Transmitter		

Signature Over Printed Name of Supplier / Date

OBR: 100. 2022 - 12 - 16448

p

#

Funds Available:

quanary RUBY G. MANANGU City Accountant

City Mayor

Approved Budget for the Contract : 4,611,000.00

Page 4 of 4

- 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.
- 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.
- 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.
- 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;
- 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.
- 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 DEC 3_1 2022	Proceed, to take eff	ect on	020 2 1 2022	and to expire on -
Ma Rei other prase wear	AUTHORIZED	ILNATUR-	REPRESENTATIVE	
SIGNATURE OVER PRINTED NAME	IN TI	HE CAPACITY	OF	DATE
Duly authorized to sign this Purchase Order for and	on behalf of 612	EVENTS	COMPANY NAME	TOUR OPC.
SUBSCRIBED AND SWORN to before me this me and were identified by me through competent 8-13-SC). Affiants exhibited to me his/her with No	day of <u>2</u> 1, <u>2022</u> evidence of identity a	s defined in th	e 2004 Rules on Nota	ffiant personally known to arial Practice (A.M. No. 02- gnature appearing thereon
Doc. No. <u>393</u> Page No. <u>89</u> Book No. <u>I</u>		Notarial Comm	Public for Quezan City ission: NP-178: 7/14/21 to 1 Roll No. 65268 R No. 2445159: 1-5-22	12/31/22
Series of <u>2002</u> ***This Purchase Order shall be deemed invalid w	rithout Notary Seal (fo	MCLE or project amo	OR No. 197140, 1-7-22	

	Republic of the Philippines CUREMENT DEPARTMENT Quezon City Government Quezon City Government Quezon City Government	PO Number ase Order Da	2212106 te: DEC 2 1 2022	5
Procuring Unit	: QUEZON CITY TOURISM DEPARTMENT	Project Number	:QCTD-22-EM-1519	
Company Name	: 612 EVENTS AND PRODUCTIONS, OPC	Mode of Procurement	Direct Contracting	A
Address	: Unit 407 Imperial Place Suites Tomas Morato Corner	Resolution No.	:22-A-560	
	Timog Avenue South Triangle, Quezon City	TIN Number	:779-429-893-000	
Business Type	Corporation Registration #2021070018505-04			
	/	Contact Number	:0446173851	

Sir/Madam:

2 Hd Camera for Livefeed with Tripod 20ft Cammate with Accessories

Tv Monitor Touch Control Pad Video Accessories

Please furnish this office the following articles subject to the terms and conditions contained here: Place of Delivery : Quezon City Tourism Department Upon request by the End-User until Delivery Schedule : December 31, 2022 Payment Term : Credit Stock Item Unit of QTY Unit Cost Amount No. Issue 1 -Sounds, Lights, LED wall, Video And Staging 1 4,611,000.00 package 4,611,000.0d Audio System 1 Unit Midas M32 Or Venue Or Sc48 With Digital Snake 8 Units Nexo Stm M28 With Flying Hardware On Truss 6 Units Sub 8 Units Stage Monitors 1 Set Cdj For Playback 8 Units Wireless Microphone Urx 1 Lot Microphone Stand 1 Lot Mic Cables | Signal Cable 1 Lot Extension/Power Cords Lighting System 1 Unit Lighting Board Avolites 8 Units Moving Heads 24 Units Led Par Rgb 4 Stormy Lights 1 Unit Follow Spot 1 Units Haze Machine 4 T-Bar Stand Video System 4 Units 9' X 12' Led Wall Combined (9' X 72') 5ft. High Platform 1 Unit Video Switcher Scan Converter Led Processor

Audio Interface / 12-21-22 MA. JOSÉFINA G. BELMONTE PASTURAL City Mayor Signature Over Printed Name of Supplier / Date Funds Available: OBR: 100. 2022. 12. 1644 RUBY G. MANANGU Approved Budget for the Contract : 4,611,000.00 City Accountant p

Page 1 of 4

Ħ

- 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 disgualification 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. DEC 2 . 2822

15. This contract shall also serve as Notice to Proceed, to t	take ef	fect on		2 1 2022		and to expire on -
DEC 3 1 2022						
CONFORME:						
MA. AUTHORIS AUTHORIS	FD	SIGNATUR-1	KORE	(RD UN LAVE	12-	21-22
SIGNATURE OVER PRINTED NAME	IN T	THE CAPACITY	OF		D	DATE
Duly authorized to sign this Purchase Order for and on behalf of _	612	EVENT	AND	PRODUCTI	ous a	OPC.
			COMP/	ANY NAME		
SUBSCRIBED AND SWORN to before me this day of,		at	, F	hilippines. A	ffiant pe	ersonally known to
me and were identified by me through competent evidence of id	entity	as defined in th	ne 2004	Rules on Not	arial Pra	ctice (A.M. No. 02-
8-13-SC). Affiants exhibited to me his/her		with his/h	er photo	graph and si	gnature	appearing thereon
with No						
- X						

Series of

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

	Republic of the Philippines CUREMENT DEPARTMENT Quezon City Government Quezon City Government Quezon City Government	PO Number chase Order Da	2212106
Procuring Unit	: QUEZON CITY TOURISM DEPARTMENT	Project Number	;QCTD-22-EM-1519
Company Name	: 612 EVENTS AND PRODUCTIONS, OPC	Mode of Procurement	:Direct Contracting A
Address	: Unit 407 Imperial Place Suites Tomas Morato Corr Timog Avenue South Triangle, Quezon City	ner Resolution No.	:22-A-560
Business Type	: Corporation Registration #2021070018505-04	TIN Number	:779-429-893-000
		Contact Number	:0446173851

Sir/Madam:

	e of Delivery : Quezon City Tourism Department nent Term : Credit	Delivery Se	Delivery Schedule :		y the End-User unti 022
tock Item No.		Unit of Issue	QTY	Unit Cost	Amount
	Alienware Laptop				
	Tv Monitors				
	8 set Comset			1	
	Staging System				
	1 Set 12' X 32' X 2' Acrylic Stage				
	2 Set Riser 2ft.				
Power System					
	1 Units 150kva Generator Set with Fuel				
	1 Unit Mainline Cable				
	1 Lot Junction Boxes				
	Trusses System				
	1 Set 30ft Frontal Trusses to Be Hang				
	Stage Design				
	Tarp Printing, Stage Backdrop, Panel Boards,				
	Scaffoldings, Wood Support, Painting, Stage setup and				
	dismantling				
	Pre-Production				
	Theme Conceptualization				
	Floor Plan Layout and Mood board				
	1 Month Preparations with Meetings				
	Set-Up (1 Day) And Set down Manpower				
	Trucking/ Logistic				
	Crafting Of Photo Wall Elements (7 Days)				
	Genset Rental				
	3 Units 150kva Generator Set with Fuel				
	1 Unit Mainline Cable				
	1 Lot Junction Boxes				
- 1					

Signature Over Printed Name of Supplier / Date

Funds Available:

manary RUBY G. MANANGU City Accountant

MA. JOSEFINA G. BELMONTE

OBR: 10 . 2022 . 12.16448

p

M

Page 2 of 4

Approved Budget for the Contract : 4,611,000.00

- 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. DEC 2 . 2022

15. This contract shall also serve as Notice to DEC 3 1 2022	Proceed, to take ef	ffect on	PTO T MALL	and to expire on -
Mar Martine PASTURAL	AUTHORIZED	SILNATURY	REPRESEMMANE	12-21-22
GIGNATURE OVER PRINTED NAME	IN	THE CAPACITY	OF	DATE
ا uly authorized to sign this Purchase Order for and	on behalf of 612	EVENA. P	AND PROPUCT	OFC.
			COMPANY NAME	
UBSCRIBED AND SWORN to before me this he and were identified by me through competent -13-SC). Affiants exhibited to me his/her	evidence of identity	as defined in th	he 2004 Rules on No	Affiant personally known to tarial Practice (A.M. No. 02- ignature appearing thereon

Doc. No.

С

D

s m 8 with 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)

Addr Busir	Timog Avenue South Triangle, Quezon City ess Type : Corporation Registration #2021070018505-04	Corner	Mode of Procurem Resolutior				
Busir	Timog Avenue South Triangle, Quezon City ess Type : Corporation Registration #2021070018505-04	Corner			t Contracting		
	Timog Avenue South Triangle, Quezon City ess Type : Corporation Registration #2021070018505-04				-560		
			TIN Numb	er :779-4	129-893-000		
Sir/N	Sir/Madam:		04 Contact Number :0446173851				
	Please furnish this office the following articles subject t	o the terms	and cond	ditions contai	ned here:		
Plac	e of Delivery : Quezon City Tourism Department	Delivery S		: Upon request	by the End-User until		
	ment Term : Credit		_	December 31,	2022		
itock No.	Item	Unit of Issue	QTY	Unit Cost	Amount		
	Entertainment 3 Hosts						
	Band						
	3 Other Performers						
	Fireworks						
	10 minutes Synchronized Fireworks						
	Planning And Coordination Initial Floor Plan and Design						
	Client And Suppliers Coordination and Meetings Suppliers Ingress						
	Supervision, Set-Up Coordination and Safety Management						
	Suppliers Egress Supervision and Turn Over On The Day Client Program Coordination						
	Program						
	Production Team Overall Director						
	Light Director						
	Audio Tech / Spinner						
	Stage Director						
	Asst Stage Director						
	Stage Manager						
	Stage Manager Video Director						
	Stage Manager						
	Stage Manager Video Director 10 Prod Asst Prod Manager Graphics Designer						
	Stage Manager Video Director 10 Prod Asst Prod Manager Graphics Designer inclusive of 3 pre-production meetings and final						
	Stage Manager Video Director 10 Prod Asst Prod Manager Graphics Designer						

 \bigcirc

1

- 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.
- 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.
- 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.
- 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;
- 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.
- 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	DEC Z] TATE	and to expire on -
CONFORME:			
	ZED SIGNADRY	REPRESENTATIO	12 - 21 - 22
SIGNATURE OVER PRINTED NAME	IN THE CAPACIT	TY OF	DATE
Duly authorized to sign this Purchase Order for and on behalf of	612 WEND	COMPANY NAME	OPC
SUBSCRIBED AND SWORN to before me this day of me and were identified by me through competent evidence of	identity as defined in	the 2004 Rules on Notar	ial Practice (A.M. No. 02-
8-13-SC). Affiants exhibited to me his/her with No	with his/	/her photograph and sigr	nature appearing thereon

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)