



CONTRACT AGREEMENT
(CAO-23-FUEL-0122)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

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

-and -

PETRON CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at 4 San Miguel Avenue, Mandaluyong City, represented herein by its Authorized Representatives, **MAGNOLIA CECILIA D. UY** and **MARBELSON L. JIZ**, 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, the Bids and Awards Committee conducted a competitive bidding on 30 January 2023 for the Procurement of a Fleet Card System for the Provision of Fuel, Oil, Lubricants, and Other Related Products and Services for the Service Motor Vehicles and Other Equipment of the Quezon City Government under Project No. CAO-23-FUEL-0122 (the "Project").

WHEREAS, the **SERVICE PROVIDER** participated in the competitive bidding and was declared to be the Single Bid as Read;

WHEREAS, the **SERVICE PROVIDER** passed both the detailed evaluation and post-qualification stages, and was declared as the Single Calculated and Responsive Bid;

WHEREAS, on MAR 01 2023 a Notice of Award was issued to the **SERVICE PROVIDER**;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereto agreed and do hereby mutually agree to be bound by the covenants and stipulations herein set forth as follows:

Section 1. Scope of Work. Pursuant to and in accordance with the Contract Documents provided herein, the **SERVICE PROVIDER** 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 (TOR).





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

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

MA. JOSEFINA G. BELMONTE
City Mayor

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

Section 3. Delivery Schedule. The **SERVICE PROVIDER** shall perform, supply, and deliver to the **CITY** its Services provided by the TOR, in accordance with the service performance standards required by the **CITY**.

Section 4. Term. This Agreement shall be effective for the period of ten (10) months commencing on MAR 01 2023 up to DEC 31 2023.

Section 5. Contract Price. In consideration of the complete and faithful delivery of any and all Services and performance of any and all obligations of the **SERVICE PROVIDER** under this Agreement, the **SERVICE PROVIDER** shall be paid for the entire duration of the Agreement the total amount of **Two Hundred Forty-Nine Million Five Hundred Fifty Thousand Pesos and 00/100 Only (Php 249,550,000.00)** inclusive of the 12% Value Added Tax (VAT) (the "Contract Price") in accordance with the conditions set forth in Section 6 hereof.

Section 6. Terms of Payment. The payment of the Contract Price shall be made monthly based on actual services rendered and subject to strict monitoring by the Office of the City Administrator.

Any payment shall be based on the actual service rendered in accordance with the scope of services/deliverables and service performance standards which shall be validated and certified correct by the **CITY**.

Section 7. 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 8. 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 9. Penalties. The **SERVICE PROVIDER** shall be liable for the penalty for breach of this contract under all applicable laws, issuances, and regulations: *Provided*, that, the breach is attributable solely to the fault and/or negligence of the **SERVICE PROVIDER** as found and declared by final judgment of a court of competent jurisdiction after due proceedings.

Section 10. 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 cost of the unperformed portion for every day of delay until the Project is completely delivered: *Provided*, that, the total cumulative amount of liquidated damages shall not exceed ten percent (10%) of the Contract Price: *Provided*, further, that, once the cumulative amount of liquidated damages exceed ten percent (10%) as provided herein, the **CITY**, in accordance with Section 68 of the IRR of R.A. 9184, may rescind or terminate this Agreement without prejudice to other remedies and other courses of action available to the **CITY** under this Agreement and pursuant to any and all applicable laws.

Section 11. Authority to Deduct Liquidated Damages. For purposes of assessment and enforcement of the penalties and liquidated damages in the immediately preceding sections, the **CITY**, upon written notice to the **SERVICE PROVIDER**, is hereby authorized to deduct any amount due as penalty and/or liquidated damages from any amount due or may become due and owing to the **SERVICE PROVIDER** or from any and all bonds or securities posted by the **SERVICE PROVIDER** in favor of the **CITY** pursuant to this Agreement, at the option of the latter. It is hereby agreed and understood that the imposition of penalty and assessment of liquidated damages are cumulative and not alternative remedies of the **CITY** under this Agreement.

Section 12. Assignment and Sub-contracting. This Contract or any portion hereof shall not be assigned, transferred or ceded to any other party/ies without the written consent of the **CITY**. **SERVICE PROVIDER** is further prohibited from sub-contracting any obligations in this contract to any other party.

Section 13. 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 the full legal right, power, and authority to carry on its present business, to own its properties and assets, and to execute and deliver this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, and to perform and observe the terms and conditions thereof.





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City Mayor

MARBELSON L. JIZ
Authorized Representative

MAGNOLIA CECILIA D. UY
Authorized Representative

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;

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 14. 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





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under this Agreement: *Provided*, that, the cause of action is attributable solely to the fault and/or negligence of the **SERVICE PROVIDER** in the supply, deliver and performance of its Services under this Agreement, as found and declared by final judgment of a court of competent jurisdiction after due proceedings.

MA. JOSEFINA G. BELMONTE
City Mayor

Section 15. 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**;

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

- Terminate this Agreement;
- Call on the Performance Security to answer for any and all damages of whatever nature suffered by the **CITY** resulting or arising from the **SERVICE PROVIDER**'s default; and
- Take such other steps or actions against the **SERVICE PROVIDER** for the full protection and enforcement of the **CITY**'s rights and interests.

Section 17. 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 18. 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

MAGNOLIA CECILIA D. UY
Authorized Representative





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by the prevailing party, as awarded by final judgment of a court of competent jurisdiction after due proceedings

Section 19. 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: PETRON CORPORATION
40 San Miguel Avenue, Mandaluyong City

Section 20. Effectivity. This Agreement shall be effective upon execution by the parties hereto.

Section 21. Miscellaneous Provisions.

a. This Agreement, including the documents and/or agreements specifically incorporated herein by reference, constitutes the entire agreement between the parties. This Agreement may be amended and supplemented in writing at any time as decided and agreed upon by mutual consent of the parties.

b. This Agreement and all documents related thereto shall be binding upon and inure to the benefit of the parties herein and/or their respective heirs, agents, representatives, successors-in-interest, and assigns. The **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 is 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.

MA. JOSEFINA G. BELMONTE
City Mayor

MARBELSON L. JIZ
Authorized Representative

MAGNOLIA CECILIA D. UY
Authorized Representative





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

Section 22. Data Privacy and Security. Both parties shall comply with the applicable provisions of the Data Privacy Act of 2012, also known as Republic Act No. 10173, its implementing rules and regulations, the issuances and circulars of the National Privacy Commission, as well as other applicable personal data privacy and protection laws and regulations (collectively, "Privacy Laws"). At all times, both parties shall implement the appropriate and reasonable level of organizational, physical, and technical security measures to ensure the confidentiality, integrity, and availability of any personal information and sensitive personal information as defined under the Privacy Laws (collectively, "Personal Data") that may be processed pursuant to this Agreement. In the event that both parties shall disclose any Personal Data in relation to this Agreement, it shall ensure that the required consents under the Privacy Laws have been obtained from the relevant Data Subjects (as defined under the Privacy Laws). Both parties consents to the processing (as defined under the Privacy Laws) of such Personal Data by both parties, its affiliates and duly authorized agents, representatives, and service providers, in relation to the products and services availed from and through both parties.

IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement
on MAR 01 2023, at Quezon City.

QUEZON CITY GOVERNMENT

By:


MA. JOSEFINA G. BELMONTE
City Mayor


PETRON CORPORATION

By:


MAGNOLIA CECILIA D. UY
Authorized Representative


MARBELSON L. JIZ
Authorized Representative

SIGNED IN THE PRESENCE OF:


RUBY G. MANANGU
City Accountant
City Accounting Department





ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
QUEZON CITY

}
}s.s.

MAR 01 2023

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

OCM-0081744

MAGNOLIA CECILIA D. UY and
MARBELSON L. JIZ, in their capacities as the
authorized representatives of Petron Corporation

PASSPORT # P0178740C - VALID UNTIL 8/20/32
PASSPORT # P7297389B - VALID UNTIL 7/28/31

all known to me and to me known to be the same persons who executed this Agreement, and
they acknowledged to me that the same is their free and voluntary act and deed, and the free
and voluntary act and deed of the parties which they respectively represent.

I certify that the foregoing Agreement, signed by the parties and their instrumental
witnesses, consists of eight (8) pages, including this page on which the acknowledgment is
written.

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

Doc. No. 434
Page No. 85
Book No. V
Series of 2023.

ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C.
IBP No. 167803 / November 25, 2021 Q.C.
Roll No. 30457 / 05-09-1980
MCLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754





Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



PO Number **2302030**

Purchase Order Date: **FEB 28 2023**

Procuring Unit	: CITY ADMINISTRATOR'S OFFICE	Project Number	: CAO-23-FUEL-0122
Company Name	: PETRON CORPORATION	Mode of Procurement	: Public Bidding
Address	: 4 San Miguel Avenue, Mandaluyong City	Resolution No.	: 23-PB-075
Business Type	: Corporation Registration #31171	TIN Number	: 000-168-801-000
		Contact Number	: 886-3888

Sir/Madam:

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

Place of Delivery : CGSD Central Warehouse

Delivery Schedule : Within Ten (10) Months Upon Issuance of the Notice to Proceed

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	FUEL, OIL, LUBRICANTS AND RELATED SERVICES Gasoline Diesoline Lubricants Services Note: The volume of quantity of fuel and lubricants for each type and expenses of the related maintenance services shall be based on the actual purchases made or services rendered. The prices shall not exceed those set by the oil industry to be determined at the time of actual purchase. (with attached Terms of Reference that will form an integral part of this Purchase Order) ***** Nothing Follows *****	lot	1	249,550,000.00	249,550,000.00

Total Amount : 249,550,000.00

Total Amount In Words (Pesos): Two Hundred Forty-Nine Million Five Hundred Fifty Thousand Pesos Only

MA. JOSEFINA G. BELMONTE
City Mayor



Marbetson L. Jiz

Magnolia Cecilia D. Uy

Signature Over Printed Name of Supplier / Date

MANH
1, 2023

Funds Available:

RUBY G. MANANGU
City Accountant

Approved Budget for the Contract : 249,550,273.00

OBR : 110-2023-02-01028

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 MAR 01 2023 and to expire on -

CONFIRME:

MARBELSON L. JIZ

SIGNATURE OVER PRINTED NAME

Magnolia Cecilia D. Uy

CARDS MANAGER / VP - RETAIL SALES

IN THE CAPACITY OF

MARCH 1, 2023

DATE

Duly authorized to sign this Purchase Order for and on behalf of PETRON CORPORATION

COMPANY NAME

SUBSCRIBED AND SWORN to before me this MAR 01 2023 day of QUEZON CITY, 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 PASSPORT ID with his/her photograph and signature appearing thereon with No. P0178740 C / P7297389 B

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Notary Public for Quezon City

Until December 31, 2023

PTR No. 3716371 / January 3, 2023 Q.C.

IBP No. 167803 / November 25, 2021 Q.C.

Roll No. 30457 / 09-00-1930

MCLE VII-0006994 / 09-21-2021

TIN NO. 131-942-754

***This Purchase Order shall be deemed invalid without Notary Seal (for project amounting to P2,500,000.00 and above only)

***For Provisions no.2-7, the term delivery/deliveries as applicable