



AGREEMENT
CONCEPTUALIZATION AND PRODUCTION OF PARAPHERNALIAS AND VIDEOS
FOR THE QUEZON CITY START-UP PROGRAM
(OCM-23-EM-0376)

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 -

MULTIMEDIA EXPONENTS INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 236 N. Domingo St., Brgy. Corazon De Jesus, San Juan City, herein represented by its General Manager, **MS. BERNADETTE G. BERNABE**, hereinafter referred to as "SUPPLIER";

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

RECITAL

WHEREAS, the Bids and Awards Committee conducted a competitive bidding on 20 March 2023 for the **CONCEPTUALIZATION AND PRODUCTION OF PARAPHERNALIAS AND VIDEOS FOR THE QUEZON CITY START-UP PROGRAM** under Project No. OCM-23-EM-0376 (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 APR 12 2023, the Notice of Award was issued to the SUPPLIER;

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

Section 1. Scope of Work. Pursuant to and in accordance with the Contract Documents provided herein, the SUPPLIER 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.:



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Quezon City Government



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- (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) Bid Form;
- (k) Schedule of Prices;
- (l) Notice of Award;
- (m) Notice to Proceed;
- (n) Obligation Request;
- (o) Certificate of Availability of Fund (CAF);
- (p) Performance Security; and
- (q) 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. This Agreement shall be effective for the period commencing on APR 12 2023 and ending on DEC 31 2023.

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 **SUPPLIER** under this Agreement, the **SUPPLIER** shall be paid the total amount of **FIFTEEN MILLION THREE HUNDRED FOUR THOUSAND TEN PESOS AND 00/100 ONLY (PHP15,304,010.00)** inclusive of the 12% Value Added Tax (VAT) (the "Contract Price").

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

| Description | Percentage Billing |
|---|--------------------|
| Submission of event plan approved by LEIPO | 10% |
| Submission of collateral designs, layout, video concept approved by LEIPO | 10% |
| Delivery of the first batch of Collaterals | 10% |
| After the first mini event | 5% |
| After the Second mini event | 5% |
| After the third mini event | 5% |
| After the conduct of the first StartUp QC Pitch Day | 10% |
| Delivery of second batch of Collaterals | 10% |
| After the conduct of the second StartUp QC Pitch Day | 5% |
| After the fourth mini event | 5% |
| After the fifth mini event | 5% |
| After the sixth mini event | 5% |
| After the seventh mini event | 5% |
| After the eighth mini event | 5% |
| After the conduct of the third StartUp QC Pitch Day | 5% |
| Total Percentage | 100% |



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The processing of payments will entail the approval by the CITY of the SUPPLIER's complete documentation and deliverables before invoices may be processed for payment. The CITY likewise reserves the right to validate billing/invoice before payment of fees.

Section 6. Price Adjustment. The Contract Price shall be fixed and there shall be no price adjustment and escalation for the duration of the Agreement until and unless there exists an extraordinary circumstance as may be determined by the National Economic Development Authority that may warrant an increase of the Contract Price in accordance with Section 61 of the Implementing Rules and Regulations of RA 9184, otherwise known as the Government Procurement Reform Act.

Section 7. Standard of Performance. Consistent with the TOR, the SUPPLIER 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 SUPPLIER shall be liable for penalty for any breach of contract under all applicable laws, issuances and regulations.

Section 9. Liquidated Damages. It is understood and agreed that time is of the essence of this Agreement. In the event the SUPPLIER refuses or fails to completely supply and deliver to the CITY the requirements for the Project defined herein within the delivery schedule provided under Section 4 hereof at no fault of the CITY, the SUPPLIER shall be liable for liquidated damages in the amount equivalent to one tenth of one percent (1/10 of 1%) of the Contract Price for every day of delay until the Project is completely delivered: *Provided*, that, the total cumulative amount of liquidated damages shall not exceed ten percent (10%) of the Contract Price: *Provided*, further, that, once the cumulative amount of liquidated damages exceeds ten percent (10%) as provided herein, the CITY, in accordance with Section 68 of the IRR of R.A. 9184, may rescind or terminate this Agreement without prejudice to other remedies and other courses of action available to the CITY under this Agreement and pursuant to any and all applicable laws.

Section 10. Authority to Deduct Liquidated Damages. For purposes of assessment and enforcement of the liquidated damages provided under Section 10 hereof, the CITY, upon written notice to the SUPPLIER, is hereby authorized to deduct any amount due as liquidated damages from any amount due or may become due and owing to the SUPPLIER or from any and all bonds or securities posted by the SUPPLIER in favor of the CITY, at the option of the latter. It is hereby agreed and understood that the assessment of liquidated damages are cumulative and not alternative remedies of the CITY under this Agreement.

Section 11. 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 SUPPLIER is further prohibited from sub-contracting any obligations in this contract to any other party.

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

a. The SUPPLIER is an entity duly organized, validly existing and in good standing under the laws of the Republic of the Philippines.

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

MA. JOSEFINA G. BELMONTE
City Mayor

BERNADETTE G. BERNABE
General Manager



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

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

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

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

ii. conflict with, result in the breach of, or constitute an event which would either immediately or with the lapse of time or giving of notice or both, result in a default under, or accelerate the performance required by, the terms of any agreement, document, contract, instrument or commitment to which it is a party or by which it or any of its assets is bound;

iii. conflict with or require any written consent or approval under any judgment, order, writ, decree, permit or license to which it is a party or by which any of its assets is bound; or

iv. require the written consent or approval of any other party to any agreement, document, contract, instrument or commitment to which it is a party or by which any of its assets is bound.

f. There are no actions, suits or proceedings existing, pending or, threatened against or directly affecting the SUPPLIER and/or any of its assets before any court, arbitrator or governmental or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect the ability of the SUPPLIER to perform its obligations hereunder.

g. No event has occurred and is continuing which might materially and adversely affect the carrying out of its obligations under this Agreement.

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

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

Section 13. Indemnification. The SUPPLIER shall indemnify and save the CITY and all its officers, employees, personnel and persons acting as agents or representatives and render them free and harmless from any and all claims, actions, liabilities, losses and suits which may be brought or instituted against them arising out of or resulting from the SUPPLIER's supply, delivery and performance of its obligations under this Agreement.

MA. JOSEFINA G. BELMONTE
City Mayor

BERNADETTE G. BERNABE
General Manager



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Quezon City Government



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

a. When the **SUPPLIER** becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the **SUPPLIER**, in any bankruptcy, insolvency, administration, suspension of payment, reorganization, winding-up or liquidation proceeding, or any other proceeding analogous in purpose and effect; (ii) the making of an assignment by the **SUPPLIER** for the benefit of its creditors; (iii) the admission in writing by the **SUPPLIER** of its inability to pay its debts; (iv) the entry of any order of judgment of any competent court, tribunal or administrative agency or body confirming the bankruptcy or insolvency of the **SUPPLIER** or approving its reorganization, winding-up or liquidation, or (v) the lawful appointment of a receiver or trustee to take possession of the properties of the **SUPPLIER**;

b. When the **SUPPLIER** suspends or discontinues all or a substantial portion of its business operations, whether voluntarily or involuntarily, for a period of at least sixty (60) days;

c. Any material breach by the **SUPPLIER** 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 **SUPPLIER** in default and shall have the right to:

a. Terminate this Agreement;

b. Call on the Performance Security to answer for any and all damages of whatever nature suffered by the **CITY** resulting or arising from the **SUPPLIER**'s default; and

c. Take such other steps or actions against the **SUPPLIER** for the full protection and enforcement of the **CITY**'s rights and interests.

Section 16. Compliance with Laws, Ordinances and Regulations. The **SUPPLIER** shall comply with any and all laws, ordinances and regulations of the national and local government applicable to or binding upon the parties hereto. For this purpose, any and all pertinent provisions of RA 9184 and its IRR, and other applicable laws and regulations are deemed written and incorporated in this Agreement. In case of conflict between any of the provisions of this Agreement and those of the applicable laws and regulations, the latter shall prevail.

Section 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.

MA. JOSEFINA G. BELMONTE
City Mayor

BERNADETTE G. BERNABE
General Manager



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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

SUPPLIER : **MULTIMEDIA EXPONENTS INC.**
236 N. Domingo St., Brgy. Corazon De Jesus, San Juan 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.

b. This Agreement and all documents related thereto shall be binding upon and inure to the benefit of the parties herein and/or their respective heirs, agents, representatives, successors-in-interest, and assigns. The **SUPPLIER** shall not assign its rights and obligations under this Agreement without the written consent of the **CITY**.

c. This Agreement embodies the entire arrangement or agreement of the parties and no undertaking, verbal or otherwise, in relation thereto, shall exist between the parties except as herein expressly set forth.

d. The parties hereby certify that they have read or caused to be read to them all the provisions of the foregoing Agreement, receipt of a signed copy of which is hereby expressly acknowledged by the parties and that they have fully understood the same.

e. The parties hereby represent and warrant that they have the necessary power and corporate authority to execute and deliver this Agreement and perform their obligations as incorporated herein and that such execution, delivery and performance do not and will not contravene any provision of their respective Articles of Incorporation, by-laws, any agreements or instruments to which they are a party or any laws or regulations of any governmental authority.

f. If any provision of this Agreement be declared by any court or other authorized agency of the government to be null and void, the nullity thereof shall not affect the validity of this transaction or any other provisions herein which shall then be considered as valid and binding between the parties.

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

MA. JOSEFINA G. BELMONTE
City Mayor

BERNADETTE G. BERNABE
General Manager



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement ✓
on APR 12 2023, at Quezon City, Philippines.

QUEZON CITY GOVERNMENT ✓

By:



MA. JOSEFINA G. BELMONTE
City Mayor ✓

MULTIMEDIA EXPONENTS
INC. ✓

By:


BERNADETTE G. BERNABE
General Manager ✓

SIGNED IN THE PRESENCE OF:


RUBY G. MANANGU
City Accountant ✓



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



PO Number **2303066**

Purchase Order Date: **APR 12 2023**

| | | | |
|----------------|---|---------------------|-------------------|
| Procuring Unit | : OFFICE OF THE CITY MAYOR (LEIPO) | Project Number | : OCM-23-EM-0376 |
| Company Name | : MULTIMEDIA EXPONENTS INC. | Mode of Procurement | : Public Bidding |
| Address | : 236 N. Domingo St., Brgy. Corazon De Jesus, San Juan City | Resolution No. | : 23-PB-141 |
| Business Type | : Corporation Registration #A199818129 | TIN Number | : 201-453-023-000 |
| | | Contact Number | : 09178726637 |

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 : Upon issuance of Notice to Proceed until December 31, 2023

Payment Term : Credit

| Stock No. | Item | Unit of Issue | QTY | Unit Cost | Amount |
|-----------|--|---------------|-----|-----------|--------|
| | captioning and proofreading; and 7. Provide the following for the project: <ul style="list-style-type: none">• Booking and reservation of the event venue• Production of merchandising collaterals• Rental of physical structures• Rental of technical equipment• Provide logistics, manpower and manage ingress and set up, egress and dismantling of merchandising collaterals, physical structures, technical equipment and electrical fixtures• Sourcing and purchasing of event giveaways• Provide production team, creative and technical manpower for the events• Source, recommend and hire local host for program related activities B. VIDEO PRODUCTION 1. Provide the following for the project: <ul style="list-style-type: none">• Script Development• Voice Over Talent• VO Recording• Soundtrack• Graphics• Storyboard• Shoot• Video Editing• Field Expenses• Length: 2-3 Minutes ***with attached Terms of Reference which will form an integral part of this purchase order*** ***** Nothing Follows ***** | | | | |

Total Amount : 15,304,010.00

Total Amount In Words (Pesos): Fifteen Million Three Hundred Four Thousand Ten Pesos Only

MA. JOSEFINA G. BELMONTE
City Mayor



Signature Over Printed Name of Supplier / Date

BENJAMIN BELMONTE
12 APR 2023

Funds Available:

RUBY G. MANANGU
City Accountant

Approved Budget for the Contract : 15,304,010.00

OBR : NO - 2023 - 19 - 12345

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 APR 12 2023 and to expire on - DEC 31 2023

CONFORME:

BERNARDINE BERAMBE GENERAL MANAGER 12 APRIL 2023
SIGNATURE OVER PRINTED NAME IN THE CAPACITY OF DATE

Duly authorized to sign this Purchase Order for and on behalf of MULTIMEDIA EXPONENTIC INC.
COMPANY NAME

SUBSCRIBED AND SWORN to before me this APR 12 2023 at _____, Philippines. Affiant personally known to me and were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiants exhibited to me his/her _____ with his/her photograph and signature appearing thereon with No. _____.

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Series of 2023

ATTY. ELISEO S. CALMA, JR.
Quezon City Notary Public
Until Dec. 31, 2023
Roll No. 50183
PTR No. 2454359D, 01/03/2022, Q.C.
IBP No. 183888, Jan. 31, 2022
JLE Comp. No. VB-0906524 until April 14, 2023

***This Purchase Order shall be deemed invalid without Notary Seal (for project amounting to Php 2,500,000.00 and above only)



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



PO Number **2303066**

Purchase Order Date: **APR 12 2023**

Procuring Unit : **OFFICE OF THE CITY MAYOR (LEIPO)** Project Number : **OCM-23-EM-0376**
Company Name : **MULTIMEDIA EXPONENTS INC.** Mode of Procurement : **Public Bidding**
Address : **236 N. Domingo St., Brgy. Corazon De Jesus, San Juan City** Resolution No. : **23-PB-141**
Business Type : **Corporation Registration #A199818129** TIN Number : **201-453-023-000**
Contact Number : **09178726637**

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 : Upon issuance of Notice to Proceed until December 31, 2023

Payment Term : Credit

| Stock No. | Item | Unit of Issue | QTY | Unit Cost | Amount |
|-----------|---|---------------|-----|---------------|---------------|
| 1 | Project Scope of Work A. EVENTS MANAGEMENT AND CONCEPTUALIZATION & PRODUCTION OF PARAPHERNALIAS 1. The Project Proposal of the Integrator should contain an Event Plan composed of Pre-event preparation activities, Event Proper Activities adhering to the guidelines stated above; a. Venue plan, layout, capacity and designs; b. Creative designs and physical prototypes of all proposed collaterals to be used in the program; c. Table of Organization for the project; 2. Conceptualize, plan and execute various activities of the Quezon City StartUp QC Program in close coordination with the Local Economic Investment Promotions Office of the Quezon City Government; 3. Form a Project Management Team with professional, competent staff to manage, coordinate, oversee the preparatory, actual, and post-event operations, merchandising collaterals, physical structures, technical equipment, logistical requirements and other elements related to the activities of the Quezon City StartUp QC Program; 4. Management and supervision from concept to production of proofs to final printing and delivery; 5. Concept of visual theme, design and layout of all pages, photography direction and execution; 6. Conceptualization of content theme and chapters, research of book content, writing, editing, revision and modification and until final writeup, | LOT | 1 | 15,304,010.00 | 15,304,010.00 |

MA. JOSEFINA G. BELMONTE

City Mayor

Signature Over Printed Name of Supplier / Date

BERNARDO BELMONTE **12 APR 2023**

Funds Available:

RUBY G. MANANGU
City Accountant

OBR : **15,304,010.00**

Approved Budget for the Contract : **15,304,010.00**