



AGREEMENT
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE QUEZON
CITY DEPARTMENT OF BUILDING OFFICIAL BUILD EASY INSPECTION SYSTEM
(DBO-23-IT-0265)

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 -

SPARKSOFT SOLUTIONS, INC., a corporation duly organized and incorporated under the laws of the Republic of the Philippines with office address at Room 213 2/F PLDT-CTC Building, Ateneo de Manila University, Loyola Heights, Quezon City, represented herein by its Authorized Representative, **MR. NOEL S. PATRON** 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 15 May 2023 for the Supply, Installation, Testing and Commissioning of the Quezon City Department of Building Official Build Easy Inspection System under Project No. DBO-23-IT-0265 (the "Project");

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

WHEREAS, the SUPPLIER passed both the detailed evaluation and post qualification stages, and was declared as the Single Calculated and Responsive Bid;

WHEREAS, on JUN 23 2023, a Notice of Award was issued to the SUPPLIER;



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



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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. **Deliverables.** Pursuant to and in accordance with the Contract Documents provided herein, the **SUPPLIER** undertakes to deliver to the **CITY** the scope of work required by the Project, the specifications of which are defined under Section VII. Technical Specifications of the Bidding Documents and the Terms of Reference.

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

- (a) 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 (NOA);
- (m) Notice to Proceed (NTP);
- (n) Obligation Request (OBR);
- (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. **Duration and Delivery Schedule.** Project duration shall be for a period of twelve (12) months and the **SUPPLIER** shall deliver to the **CITY** the required deliverables within sixty (60) calendar days from receipt of the Notice to Proceed commencing on JUN 30 2023 and ending on AUG 29 2023.

Section 4. **Contract Price.** In consideration of the complete and faithful delivery of the deliverables defined herein and the performance of any and all obligations of the **SUPPLIER** under this Agreement, the **SUPPLIER** shall be paid the total amount of **Five Million Six Hundred Thousand Pesos Only (P 5,600,000.00)**, 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 schedule:

MILESTONES	ACCEPTANCE CRITERIA	PERCENTAGE BILLING (Based on Contract Price)
Process Implementation Plan	Receipt of Document	15%
Project Turnover	Upon acceptance of Complete Delivery of System	85%
TOTAL		100%

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

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

Section 7. Standard of Performance. The **SUPPLIER** shall, consistent with the TOR, perform the required services and carry out its obligations with all due diligence, efficiency and economy. It shall observe the highest degree of standards based on industry practice.

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

Section 9. Liquidated Damages. It is understood and agreed that time is of the essence of this Agreement. In the event the **SUPPLIER** refuses or fails to completely supply and deliver to the **CITY** the requirements for the **Project** defined herein within the delivery schedule provided under Section 3 hereof at no fault of the **CITY**, the **SUPPLIER** shall be liable for liquidated damages in the amount equivalent to one tenth of one percent (1/10 of 1%) of the Contract Price for every day of delay until the Project is completely delivered: *Provided*, that, the total cumulative amount of liquidated damages shall not exceed ten percent (10%) of the Contract Price: *Provided*, further, that, once the cumulative amount of liquidated damages exceeds ten percent (10%) as provided herein, the **CITY**, in accordance with Section 68 of the IRR of R.A. 9184, may rescind or terminate this Agreement without prejudice to other remedies and other courses of action available to the **CITY** under this Agreement and pursuant to any and all applicable laws.

Section 10. Authority to Deduct Liquidated Damages. For purposes of assessment and enforcement of the liquidated damages provided under Section 8 hereof, the **CITY**, upon written notice to the **SUPPLIER**, is hereby authorized to deduct any amount due as liquidated damages from any amount due or may become due and owing to the **SUPPLIER** or from any and all bonds or securities posted by the **SUPPLIER** in favor of the **CITY**, at



the option of the latter. It is hereby agreed and understood that the assessment of liquidated damages are cumulative and not alternative remedies of the CITY under this Agreement.

Section 11. Representations and Warranties of the Supplier. The SUPPLIER hereby represents and warrants to the CITY as follows:

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

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

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

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

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

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

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.

MA. JOSEFINA G. BELMONTE
City Mayor

NOELS. PATRON
Authorized Representative



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



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Section 12. Indemnification. The **SUPPLIER** shall indemnify and save the **CITY** and all its officers, employees, personnel and persons acting as agents or representatives and render them free and harmless from any and all claims, actions, liabilities, losses and suits which may be brought or instituted against them arising out of or resulting from the **SUPPLIER's** supply, delivery and performance of its obligations under this Agreement.

Section 13. Events of Default of the Supplier. Any of the following shall constitute an Event of Default under this Agreement:

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

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

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

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

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

Section 15. Compliance with Laws, Ordinances and Regulations. The **SUPPLIER** shall comply with any and all laws, ordinances and regulations of the national and local government applicable to or binding upon the parties hereto. For this purpose, any and all pertinent provisions of RA 9184 and its IRR, and other applicable laws and regulations are deemed written and incorporated in this Agreement. In case of conflict between any of the provisions of this Agreement and those of the applicable laws and regulations, the latter shall prevail.

Section 16. Indemnities and Attorney's Fees. Should any of the parties resort to court action in order to enforce their respective rights under this Agreement, the prevailing party or its successors-in-interest shall be entitled to be indemnified by the other party by way of attorney's fees, a reasonable sum equivalent to the actual amount of fees paid or to be paid by the prevailing party.

MA. JOSEFINA G. BELMONTE
City Mayor

NOEL S. PATRON
Authorized Representative



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



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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

SUPPLIER : SPARKSOFT SOLUTIONS, INC.
Room 213 2/F PLDT-CTC Building, Ateneo de Manila
University, Loyola Heights, Quezon City

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

Section 19. Miscellaneous Provisions.

a. This Agreement, including the documents and/or agreements specifically incorporated herein by reference, constitutes the entire agreement between the parties. 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

NOEL S. PATRON
Authorized Representative



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



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IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement
on JUN 30 2023, at Quezon City, Philippines

QUEZON CITY GOVERNMENT

SPARKSOFT SOLUTIONS, INC.

By:

By

MA. JOSEFINA G. BELMONTE
City Mayor

NOEL S. PATRON
Authorized Representative

SIGNED IN THE PRESENCE OF:

RUBY G. MANANGU
City Accountant
City Accounting Department

ACKNOWLEDGMENT

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

JUN 30 2023

BEFORE ME, a Notary Public for and in QUEZON CITY, 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

MR. NOEL S. PATRON, in his capacity
as the authorized representative of
Sparksoft Solutions, Inc.

NOI - 00 - 252918

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. 181;
Page No. 38;
Book No. 411;
Series of 2023.



ATTY. ELISEO S. CALMA, JR.
Quezon City Notary Public
Until Dec. 31, 2023
Roll No. 50183
PTR No. 4007172-D, 01/03/2023, Q.C.
IBP No. 257225, 01/01/2023
MCLE Comp. No. VII-0006924 Until April 14, 2025
Adm Matter No. NP-067 (2022-2023)



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



PO Number **2305092**

Purchase Order Date: **JUN 20 2023**

Procuring Unit	: DEPARTMENT OF BUILDING OFFICIAL	Project Number	: DBO-23-IT-0265
Company Name	: SPARKSOFT SOLUTIONS, INC.	Mode of Procurement	: Public Bidding
Address	: Room 213 2/F PLDT-CTC Building, Ateneo de Manila University, Loyola Heights, Quezon City, Metro Manila	Resolution No.	: 23-PB-294
Business Type	: Corporation Registration #CS201100081	TIN Number	: 007-953-794-00000
		Contact Number	: 09453177889

Sir/Madam:

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

Place of Delivery : Upon end-user's instruction subject to proper coordination with CGSD

Delivery Schedule : Sixty (60) Calendar Days

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	<p>SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE QUEZON CITY DEPARTMENT OF BUILDING OFFICIAL BUILD EASY INSPECTION SYSTEM</p> <p>The Quezon City Department of Building Official Build Easy Inspection System (DBO-BEIS) has mobile and server application components that integrates with the existing Department of Building Official Build Easy Online Centralized Automated System (DBO-OCAS) to replace the manual forms in inspection-related activities for the different permits and licenses. The DBO-BEIS will make it easy and convenient for inspectors to inspect project locations and for department administrators to monitor and manage its staff and resources. A system for the Annual Building Inspection which is not yet supported by the DBO-OCAS but whose inspection can already be supported by the DBO-BEIS shall also be implemented.</p> <p>PROJECT SCOPE OF WORK</p> <p>The service provider shall provide the City with a system with the following specifications:</p> <p>i. The Quezon City Department of Building Official Build Easy Inspection System (DBO-BEIS) will have mobile and server application components.</p> <p>ii. The server application will be SSL-protected, web-based, and accessible using the most recent versions of Chrome, Firefox, and Safari. It is a centralized location for managing data collected using the mobile application.</p> <p>iii. The mobile application will be Android-based and compatible with mobile devices such as smartphones and tablets running at least Android OS Version 9.0</p> <p>iv. The mobile application can synchronize data with the server application which allows real-time sending of inspection reports.</p> <p>v. Permit application data needed by DBO-BEIS will be retrieved from the DBO-OCAS using authenticated and authorized API communications. Some fields in the inspection form will be prefilled based on the data provided by DBO-OCAS.</p> <p>vi. The supplier shall provide a system for the Annual Building Inspection,</p>	LOT	1	5,600,000.00	5,600,000.00

MA. JOSEFINA G. BELMONTE
City Mayor

NDEL S. PATRON 6/30/23
Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU
City Accountant

OBR : 100-21AM-06-04796

Approved Budget for the Contract : 5,700,000.00



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



PO Number **2305092**

Purchase Order Date: **JUN 20 2023**

Procuring Unit	: DEPARTMENT OF BUILDING OFFICIAL	Project Number	: DBO-23-IT-0265
Company Name	: SPARKSOFT SOLUTIONS, INC.	Mode of Procurement	: Public Bidding
Address	: Room 213 2/F PLDT-CTC Building, Ateneo de Manila University, Loyola Heights, Quezon City, Metro Manila	Resolution No.	: 23-PB-294
Business Type	: Corporation Registration #CS201100081	TIN Number	: 007-953-794-00000
		Contact Number	: 09453177889

Sir/Madam:

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

Place of Delivery : Upon end-user's instruction subject to proper coordination with CGSD

Delivery Schedule : Sixty (60) Calendar Days

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	<p>which is not yet supported by the DBO-OCAS, to allow inspection by the DBO-BEIS.</p> <p>vii. DBO-BEIS allows users to collect data even when there is no internet connection available. Data can be manually sent to the server when internet connection becomes available.</p> <p>viii. Users can create, edit, delete custom inspection forms needed by the different permits using a variety of question types, including text, numeric, multiple choice, file upload, and image capture.</p> <p>ix. The mobile application can synchronize with the server to download the latest inspection forms.</p> <p>x. Users can set up validation rules for form fields, such as requiring certain fields to be completed or setting a range of acceptable values for numeric fields.</p> <p>xi. DBO-BEIS can automatically and silently collect GPS and time information about the inspection. Gathering of these data does not require a trigger from the inspector aside from the inspection start signal. The GPS and time information are not visible to the inspectors and cannot be edited.</p> <p>xii. DBO-BEIS allows users to attach files to data entries.</p> <p>xiii. Users can sign inspection forms via stencils or their fingers</p> <p>xiv. DBO-BEIS allows users to export data in a variety of formats, including CSV, Excel, and JSON.</p> <p>xv. DBO-BEIS will have a user management module to create and manage user accounts.</p> <p>xvi. The system will generate pertinent reports for the Department.</p> <p>xvii. The system will implement industry standard measures to protect user data and prevent unauthorized access. A firewall will be implanted for secured cloud connection.</p> <p>xviii. The cloud-based hosting will operate for one (1) year and subject to renewal thereafter. A minimum of 8 GB memory, 2 virtual CPU, and 120 GB storage each will be allocated for the system and the database.</p> <p>xix. The system will allow periodic backups of the database in the cloud.</p> <p>xx. The system will conform with applicable data privacy laws.</p> <p>xxi. DBO-BEIS, including source code and data captured and generated by the system, will be owned and controlled by the City. If the service</p>				

MA. JOSEFINA G. BELMONTE
City Mayor

NOEL A. PATRON 6/30/23
Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU
City Accountant

OBR : **1w-212M. 0u. 04796**

Approved Budget for the Contract : 5,700,000.00



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



PO Number **2305092**

Purchase Order Date: **JUN 20 2023**

Procuring Unit : DEPARTMENT OF BUILDING OFFICIAL
Project Number : DBO-23-IT-0265
Company Name : SPARKSOFT SOLUTIONS, INC.
Mode of Procurement : Public Bidding
Address : Room 213 2/F PLDT-CTC Building, Ateneo de Manila University, Loyola Heights, Quezon City, Metro Manila
Resolution No. : 23-PB-294
Business Type : Corporation Registration #CS201100081
TIN Number : 007-953-794-00000
Contact Number : 09453177889

Sir/Madam:

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

Place of Delivery : Upon end-user's instruction subject to proper coordination with CGSD

Delivery Schedule : Sixty (60) Calendar Days

Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	<p>agreement expires or is terminated, the data on cloud can be retrieved without additional cost to the City.</p> <p>xxii. The service provider will provide all necessary trainings to at least five (5) DBO personnel within seven (7) days comprising of encoders, inspectors, administrators, and IT personnel. Training would at least be four (4) hours per session. The scope of the training will include usage of the system, administration and management of the system, and maintenance of the system.</p> <p>Project duration shall be for a period of twelve (12) months.</p> <p>***with attached Terms of Reference which will form an integral part of this Purchase Order***</p> <p>***** Nothing Follows *****</p>				

Total Amount : 5,600,000.00

Total Amount In Words (Pesos): Five Million Six Hundred Thousand Pesos Only

MA. JOSEFINA G. BELMONTE
City Mayor



NOEL S. PATRON 6/30/23
Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU
City Accountant

OBR : NO. 2023-06-00796

Approved Budget for the Contract : 5,700,000.00

TERMS AND CONDITIONS

1. ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF RECEIPT.
2. AWARDEE shall be responsible for the source(s) of its supplies/materials/equipment and shall make deliveries in accordance with the schedule, quality and specification of the award and purchase order. Failure by the AWARDEE to comply with the same shall be a ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the ALTERNATE AWARDEE.
3. AWARDEE shall pick up purchase order(s) issued in its favor within three (3) days after receipt of notice to that effect. A telephone call, fax transmission or electronic mail (e-mail) shall constitute an official notice to the AWARDEE. Thereafter, if the purchase order(s) remains unclaimed, the said purchase order(s) shall be sent by mailing or courier, messengerial service to the AWARDEE. To avoid delay in the delivery of the requesting end-user's requirement, all DEFAULTING AWARDEES shall be precluded from proposing or submitting a substitute sample.
4. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but fails to deliver the required product(s) within the time called for in the same order, the delivery period may be extended a maximum of fifteen (15) calendar days under liquidated damages to make good the delivery. Thereafter, if AWARDEE has not completed the
5. delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance, withdrawn from that AWARDEE. The BAC-Goods and Services shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for its disqualification from future bids of the same items, without prejudice to the imposition of other sanction as prescribed under RA 9184 and its RIRR.
6. When the supplier fails to satisfactorily deliver goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/services scheduled for delivery for everyday of delay until such goods/services are finally delivered and accepted by the procuring entity concerned.
7. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.
8. Supplier shall guarantee its deliveries to be free from defects. Any defective item(s)/product(s), therefore that maybe discovered by the **Quezon City Government** within three (3) months after acceptance of the same, shall be replaced by the supplier within seven (7) calendar days upon receipt of a written notice to that effect.
9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
10. As a pre-condition to payment, IMPORTANT DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the **Quezon City Government**.
11. All transactions are subject to applicable withholding taxes in accordance with existing BIR rules and regulations.
12. Supplier shall furnish the End-user through the City General Services Department stockroom, the articles, described above;
13. The **Quezon City Government** reserves the right to accept or reject delivered articles if found not in conformity to the specifications, terms and conditions stipulated.
14. Provisions contained in Title VI, Book IV of the Civil Code of the Philippines on Sales are hereby incorporated and made as an Integral part hereof.
15. This contract shall also serve as **Notice to Proceed**, to take effect on JUN 30 2023 and to expire on - AUG 29 2023

CONFORME:

NDEL S. PATRON

SIGNATURE OVER PRINTED NAME

AUTHORIZED REPRESENTATIVE

IN THE CAPACITY OF

6/30/23

DATE

Duly authorized to sign this Purchase Order for and on behalf of SPARKSOFT SOLUTIONS, INC.

COMPANY NAME

SUBSCRIBED AND SWORN to before me this 30 JUN 2023 day of JUNE at 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 DRIVER'S LICENSE with his/her photograph and signature appearing thereon with No. NOL-00-252918.

Doc. No. 184

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Book No. 4M

Series of 2023

ATTY. ELISEO S. CALMA, JR.

Quezon City Notary Public

Until Dec. 31, 2023

Roll No. 50183

PTR No. 4007172-D, 01/03/2023, Q.C.

MCLE Comp. No. VII-0006924 Until April 14, 2025

Adm Matter No. NP-067 (2022-2023)

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