



Award Notice
APP

SERVICE AGREEMENT

ENGAGEMENT OF COURIER SERVICES FOR THE DELIVERY OF DOCUMENTS
LINKED TO THE AUTOMATED DOCUMENT DELIVERY SYSTEM (ADDS) OF THE
BUSINESS PERMITS AND LICENSING DEPARTMENT (BPLD) OF QUEZON CITY
FOR YEAR 2024 (EARLY PROCUREMENT ACTIVITY)
(BPLD-24-SERVICES-0004)

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-

AIRSPPEED INTERNATIONAL CORPORATION, a
corporation duly organized and incorporated under the laws of the
Republic of the Philippines with an office address at GGB Building,
Pascor Drive, Sto. Niño, Parañaque City, represented herein by its
Authorized Representative, MS. KRYSTAL GAY R. OCTAVIANO,
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, on 17 November 2023 the Bids and Awards Committee on Goods and
Services conducted a competitive bidding for the ENGAGEMENT OF COURIER SERVICES
FOR THE DELIVERY OF DOCUMENTS LINKED TO THE AUTOMATED DOCUMENT
DELIVERY SYSTEM (ADDS) OF THE BUSINESS PERMITS AND LICENSING
DEPARTMENT (BPLD) OF QUEZON CITY FOR YEAR 2024 (EARLY PROCUREMENT
ACTIVITY) under Project No. BPLD-24-SERVICES-0004 (the "Project").

WHEREAS, the SERVICE PROVIDER participated in the competitive bidding and
was declared to be the Single Calculated 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 DEC 29 2023, 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:

MA. JOSEFINA G. BELMONTE
City Mayor

ELISA NIEVERAS
Authorized Representative

MARIA EMPERATRIZ C. REGIS
Authorized Representative



Section 1. Scope of Work. Pursuant to and in accordance with the Contract Documents provided herein, the **SERVICE PROVIDER** undertakes to provide a faster, efficient, timely and secured delivery of the required services as defined herein, which shall include, but is not limited to, the following scope:

- a) Pick-up of documents and other matters from the BPLD and delivery to the addressee, within one (1) to three (3) calendar days from the date of pick-up in a sealed envelope pouch or packet. The provider must guarantee an uninterrupted service, except for fortuitous events and acts of nature.
- b) In instances where the addressee/s cannot be located, or delivery is not effected at the first attempt for a reasons not due to the fault of the provider, the latter shall pursue the delivery up to three (3) more attempts provided that it shall immediately inform in writing the BPLD for further instructions. The BPLD may then modify delivery details to assist in the succeeding deliveries subject to protocols and existing policies of the BPLD. Should the three (3) succeeding delivery attempts remain unsuccessful, the documents and other matters shall be immediately declared as "undelivered". As such, the provider shall return the undelivered documents and other matters to the BPLD within three (3) working days stating the reasons and proof of non-delivery thereof.
- c) Release of documents and other printed matter shall be made only to the business owner or to its authorized representative, and only upon presentation and verification by the provider of the authenticity of the identification card/s presented by the addressee or its authorized representative. The provider's delivery riders or messengers shall be strictly prohibited from transacting with persons other than the addressee or its authorized representative for the timely and secure delivery of documents and other matters.
- d) Submit certified weekly summary report supported by proof of deliveries or other form of verification not later than three (3) working days after the end of every week.
- e) Submit to the BPLD the Billing/ Statement of Accounts every end of the month based on the actual number of deliveries made per month.
- f) Provider shall ensure the protection of all documents and other matters received from loss, damage or destruction from the time of pick-up from the BPLD until the same are delivered to the intended addressee.
- g) In case the sealed envelope pouch or packet was lost, damaged or misdelivered, the provider shall immediately report the same to the BPLD within twenty-four (24) hours from the occurrence of loss, damage or mis delivery. A notarized Affidavit of Loss shall be submitted by the provider within five (5) working days from the date of incident and that the cost of redelivery of the mail shall be waived. The habitual and unreasonable loss, damage or mis delivery of mail matters, as determined by the BPLD, shall be a ground for termination of the contract.
- h) The winning provider's delivery system must be able to link with the Automated Document Delivery System of the BPLD to enable real-time monitoring of delivery activity.

The **SERVICE PROVIDER's** delivery system must be able to link with the Automated Document Delivery System of the BPLD to enable real-time monitoring of delivery activity.

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;

MA. JOSEFINA G. BELMONTE
City Mayor

ELIZABETH NIEVERAS
Authorized Representative

MARIA EMPERATRIZ C. REGIS
Authorized Representative



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



2401008

- (g) Technical Specifications;
- (h) Terms of Reference;
- (i) Supplemental Bid Bulletins, if any;
- (j) Notice of Award;
- (k) Notice to Proceed
- (l) Bid Form;
- (m) Schedule of Prices;
- (n) Certificate of Availability of Fund (CAF); and
- (o) Performance Security;

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 JAN 01 2024 and ending on DEC 31 2024 or until the allocated budget has been consumed, whichever comes first.

Section 4. Contract Price. In consideration of the complete and faithful delivery of the Services required 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 **Fifteen Million Pesos Only (Php15,000,000.00)** inclusive of the 12% Value Added Tax (VAT) (the "Contract Price") in accordance with the payment schedule and subject to the conditions set forth hereof.

Section 5. Terms of Payment. The payment of the Contract Price shall be made on a monthly basis based on actual deliveries made and the price schedule for deliveries (as stated in the TOR) within forty-five (45) days from receipt of the Billing Statement/Statement of Accounts.

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

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

MA. JOSEFINA G. BELMONTTE
City Mayor

ELIZA NIEVERAS
Authorized Representative

MARIA EMPERATRIZ C. REGIS
Authorized Representative



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 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**, 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 11. 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 12. Representations and Warranties of the Service Provider. The **SERVICE PROVIDER** hereby represents and warrants to the **CITY** as follows:

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

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

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

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

MA. JOSEFINA G. BELMONTE
City Mayor

ELISA NIEVERAS
Authorized Representative

MARIA EMPERATRIZ C. REGIS
Authorized Representative



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

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

a. When the **SERVICE PROVIDER** becomes insolvent, or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against the **SERVICE PROVIDER**, in any bankruptcy, insolvency, administration, suspension of payment, reorganization, winding-up or liquidation proceeding, or any other proceeding analogous in purpose and effect; (ii) the making of an assignment by the **SERVICE PROVIDER** for the benefit of its creditors; (iii) the admission in writing by the **SERVICE PROVIDER** of its inability to pay its debts; (iv) the entry of any order of

MA. JOSEFINA G. BELMONTE
City Mayor

ELIZA NIEVERAS
Authorized Representative

MARIA EMPERATRIZ C. REGIS
Authorized Representative



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

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

Section 17. Indemnities and Attorney's Fees. Should any of the parties resort to court action in order to enforce their respective rights under this Agreement, the prevailing party or its successors-in-interest shall be entitled to be indemnified by the other party by way of attorney's fees, a reasonable sum equivalent to the actual amount of fees paid or to be paid by the prevailing party.

Section 18. Notification. All notices and communications shall be done in writing and shall be directed as follows:

CITY	:	OFFICE OF THE CITY MAYOR c/o Bids and Awards Committee Secretariat 2 nd Floor Finance Bldg, Quezon City Hall Complex, Elliptical Road, Diliman, Quezon City
SERVICE PROVIDER:		AIRSPEED INTERNATIONAL CORPORATION GGB Building, Pascor Drive Sto. Niño, Parañaque City

MA. JOSEFINA G. BELMONTE
City Mayor

ELIZABETH A. NIEVERAS
Authorized Representative

MARIA EMPERATRIZ C. REGIS
Authorized Representative



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 **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.

MA. JOSEFINA G. BELMONTE
City Mayor

ELIA NIEVERAS
Authorized Representative


MARIA EMPERATRIZ C. REGIS
Authorized Representative



IN WITNESS WHEREOF the parties have hereunto set their hands to this Agreement on DEC 29 2023, at Quezon City.


QUEZON CITY GOVERNMENT

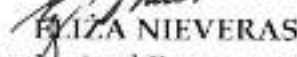
By:


MA. JOSEFINA G. BELMONTE
City Mayor


AIRSPPEED INTERNATIONAL
CORPORATION

By:


MARIA EMPERATRIZ C. REGIS
Authorized Representative


RIZA NIEVERAS
Authorized Representative

SIGNED IN THE PRESENCE OF:


RUBY G. MANANGU
City Accountant
City Accounting Department



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

QUEZON CITY

}
J.S.S.

DEC 29 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

MARIA EMPERATRIZ C. REGIS, in her capacity as the Authorized Representative of AIRSPEED INTERNATIONAL CORPORATION

PASSPORT ID NO. P1548305B
ISSUED ON 30 APR 2019
VALID UNTIL 29 APR 2029

ELIZA NIEVERAS, in her capacity as the Authorized Representative of AIRSPEED INTERNATIONAL CORPORATION

PASSPORT ID NO. P4014788B
ISSUED ON 29 NOV 2019
VALID UNTIL 28 NOV 2029

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 Instrument, signed by the parties and their instrumental witnesses, consists of nine (9) pages, including this page on which the acknowledgement is written.

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

Doc. No. 233

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Book No. VII

Series of 2023



ATTY. JOCELYN D. ADRIANO MONTENEGRO
NOTARY PUBLIC IN QUEZON CITY
My Commission expires on Dec. 31, 2023
Adm. Matter No. NP-113 (2022-2023)
PTR No. 4028049-01/03/2023-QC
IBP QR No. 263983 P1/03/2023-QC Ref No. 68456
NCLE Compliance No. VII-0021572-14 April 2023
Unit 312 Bldg. 137 Malabon St. Brgy. Central, Quezon City