



AGREEMENT
CLOUD-BASED ACCOUNTING INFORMATION SYSTEM (AIS) AND AUDITING IN
CIS ENVIRONMENT SOFTWARES FOR BACHELOR OF SCIENCE IN ACCOUNTANCY
STUDENTS OF THE QUEZON CITY UNIVERSITY
(QCU-24-IT-1190D)

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 -

FASTTRACK SOLUTIONS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at **10th Floor Valero Tower, 122 Valero, Makati City**, herein represented by its **Authorized Representative, MS. JOCEL D. VENZON**, hereinafter referred to as "**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 on Goods and Services of the **CITY** issued Resolution No. 09-143, Series of 2024, recommending the procurement of services of the **SERVICE PROVIDER** through Negotiated Procurement - Small Value Procurement as an alternative mode of procurement under Section 53.9 of RA 9184;

WHEREAS, on 11 October 2024, an opening of Request for Quotation (RFQ) for the **CLOUD-BASED ACCOUNTING INFORMATION SYSTEM (AIS) AND AUDITING IN CIS ENVIRONMENT SOFTWARES FOR BACHELOR OF SCIENCE IN ACCOUNTANCY STUDENTS OF THE QUEZON CITY UNIVERSITY** under Project No. QCU-24-IT-1190D (the "**Project**") was conducted;

WHEREAS, the **SERVICE PROVIDER** participated in the opening of RFQ and was declared to be the Single Price Quotation/Offer as Read;

WHEREAS, the **SERVICE PROVIDER** passed both the detailed evaluation and post qualification stages, and was determined to be the Single Calculated and Responsive Price Quotation/Offer;

WHEREAS, on NOV 19 2024, the Notice of Award was issued to the **SERVICE PROVIDER**;

MA. JOSEFINA G. BELMONTE
City Mayor

JOCEL D. VENZON
Authorized Representative



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

Section 1. Scope of Work. Pursuant to and in accordance with the Contract Documents provided herein, the SERVICE PROVIDER undertakes to deliver to the CITY 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.:

- (a) Terms of Reference;
- (b) Notice of Award;
- (c) Notice to Proceed;
- (d) Duly Accomplished Request for Quotation;
- (e) BAC Goods Resolution No. 09-143, Series of 2024;
- (f) Certificate of Availability of Fund (CAF);
- (g) Obligation Request (OBR); and
- (h) 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. The project duration shall be for one Semester of the School Year 2024-2025 (1st Semester) and shall start Thirty (30) Calendar Days upon issuance of Notice to Proceed commencing on NOV 19 2024 and ending on DEC 19 2024.

Section 4. Contract Price. In consideration of the complete and faithful supply and delivery of the scope of work and the performance of any and all obligations of the SERVICE PROVIDER under this Agreement, the SERVICE PROVIDER shall be paid the total amount of **THREE HUNDRED NINETY SIX THOUSAND PESOS AND 00/100 ONLY (PHP 396,000.00)** inclusive of the 12% Value Added Tax (VAT) (the "Contract Price").

Section 5. Terms of Payment.

- a. Only students' accounts are billable.
- b. Fees shall be based on the actual number of enrolled students which will all be given Student User licenses.
- c. Billing and payment shall be one-time only based on the number of student licenses created and issued to a guaranteed minimum number of 200 students.

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

Section 6. 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 **SERVICE PROVIDER** shall perform the required services and carry out its obligations with all due diligence, efficiency and economy. It shall observe the highest degree of standards based on industry practice.

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

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

Section 10. Authority to Deduct Liquidated Damages. For purposes of assessment and enforcement of the liquidated damages provided under Section 9 hereof, the **CITY**, upon written notice to the **SERVICE PROVIDER**, is hereby authorized to deduct any amount due as liquidated damages from any amount due or may become due and owing to the **SERVICE PROVIDER** or from any and all bonds or securities posted by the **SERVICE PROVIDER** in favor of the **CITY**, at the option of the latter. It is hereby agreed and understood that the assessment of liquidated damages are cumulative and not alternative remedies of the **CITY** under this Agreement.

Section 11. 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 **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 an entity duly organized, validly existing and in good standing under the laws of the Republic of the Philippines.
- b. The **SERVICE PROVIDER** has full legal right, power and authority to carry on its present business, to own its properties and assets, and to execute and deliver this Agreement and all other documents executed, or required or necessary to be executed pursuant thereto, and to perform and observe the terms and conditions thereof.
- c. All appropriate and necessary corporate and legal actions have been taken by it to authorize the execution and delivery of this Agreement, and all other documents executed, or required or necessary to be executed pursuant thereto and the performance of all provisions, conditions, covenants, and other terms hereof and thereof, as well as all the transactions contemplated herein.



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

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

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 **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, delivery and performance of its obligations 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

MA. JOSEFINA G. BELMONTÉ
City Mayor

JOCEL D. VENZON
Authorized Representative



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 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
2nd Floor Finance Bldg, Quezon City Hall Complex,
Elliptical Road, Diliman, Quezon City

SERVICE PROVIDER : **FASTTRACK SOLUTIONS, INC.**
10th Floor Valero Tower, 122 Valero, Makati 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 **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

JOCEL D. VENZON
Authorized Representative



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government




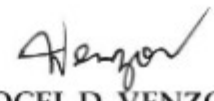
2410059

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

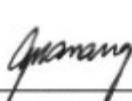
By: QUEZON CITY GOVERNMENT

By: FASTTRACK SOLUTIONS, INC.


MA. JOSEFINA G. BELMONTE
City Mayor


JOCEL D. VENZON
Authorized Representative

SIGNED IN THE PRESENCE OF:


RUBY G. MANANGU
City Accountant



ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in QUEZON CITY, this 19 NOV 2024, 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 - 6081744
MS. JOCEL D. VENZON, in her capacity as the Authorized Representative of FASTTRACK SOLUTIONS, INC.	UMID ID CRN - 0113-0972121-2

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. 507;
Page No. 103;
Book No. 644
Series of 2024.

ATTY. RIZAL JOSE F. VALMORES
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
ADM. MATTER NO. 153
PTR NO. 5091994D 01-02-2024 / Q.C.
IBF NO. 329024 / 12-15-2023 / Q.C.
ROLL NO. 28435
MPS E NO. VII-0008500 / 05-07-2024
Atty. Rizal Jose F. Serrano Road, Barangay
San Roque, Murphy, Quezon City



Procuring Unit	: QUEZON CITY UNIVERSITY	Project Number	: QCU-24-IT-1190D
Company Name	: FASTTRACK SOLUTIONS, INC.	Mode of Procurement	: Negotiated 53.9
Address	: 10th Floor Valero Tower, 122 Valero, Makati City	Resolution No.	: 24-A-212
Business Type	: Corporation Registration #CS200507776	TIN Number	: 238-773-536-00000
		Contact Number	: 0917-527-5415


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	Thirty (30) Calendar Days
Payment Term	: Credit		

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	<p>Implementation:</p> <p>a. Technical and Installation Orientation (TIO) of the program to QCU MIS team shall be delivered for free once on the implementing term (applicable for on premise/laboratory implementation)</p> <p>b. On site (applicable for on-premise/ laboratory implementation) and remote/offsite support for technical concerns and course consultation.</p> <p>c. Dedicated Technical support team shall be assigned 24/7 to answer all queries and service concerns from the students, faculty, and administrators / management.</p> <p>AREA OF COVERAGE</p> <p>The tools to be used for the subjects Accounting Information System (AIS) and Auditing in CIS Environment shall be cloud-based so that no physical server installation is required. It should be accessible using devices – desktop PC, laptop, tablet, and other mobile devices with web browsing function using any browser.</p> <p>PROJECT DURATION</p> <p>The Project Duration will be for one semester of the School Year 2024-2025 (1st Semester) and will start Thirty (30) Calendar Days upon issuance of Notice to Proceed</p> <p>***with attached Terms of Reference (TOR) which will form an integral part of this Purchase Order***</p>				

Total Amount :	396,000.00
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Total Amount In Words (Pesos): Three Hundred Ninety-Six Thousand Pesos and 00/100 Only

<p>MA. JOSEFINA G. BELMONTE</p> <p>City Mayor</p>		<p><i>Jose Venzon</i> 11/19/2024</p> <p>Signature Over Printed Name of Supplier / Date</p>
<p>Funds Available:</p> <p>RUBY G. MANANGU</p> <p>City Accountant</p>	<p>OBR : <i>Mo. 2024. 10. 11225</i></p> <p>Approved Budget for the Contract : 396,000.00</p>	

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 NOV 19 2024 and to expire on - DEC 19 2024.

CONFORME:

JUGER VERAZON
SIGNATURE OVER PRINTED NAME

AUTHORIZED REPRESENTATIVE
IN THE CAPACITY OF

11/19/2024
DATE

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, _____ 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. _____.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

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



Republika ng Pilipinas
Lungsod Quezon
PROCUREMENT DEPARTMENT



PO Number **2410059**

Purchase Order Date: **NOV 15 2024**

Procuring Unit	: QUEZON CITY UNIVERSITY	Project Number	: QCU-24-IT-1190D
Company Name	: FASTTRACK SOLUTIONS, INC.	Mode of Procurement	: Negotiated 53.9
Address	: 10th Floor Valero Tower, 122 Valero, Makati City	Resolution No.	: 24-A-212
Business Type	: Corporation Registration #CS200507776	TIN Number	: 238-773-536-00000
		Contact Number	: 0917-527-5415

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
Payment Term : Credit

Delivery Schedule Thirty (30) Calendar Days

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	<p>CLOUD-BASED ACCOUNTING INFORMATION SYSTEM (AIS) AND AUDITING IN CIS ENVIRONMENT SOFTWARES FOR BACHELOR OF SCIENCE IN ACCOUNTANCY STUDENTS OF THE QUEZON CITY UNIVERSITY</p> <p>PROJECT DESCRIPTION This project aims to provide the 3rd Year and 4th Year BS Accountancy Students of QCU with a hands-on experience on a commercial-based accounting system with analytics tool as required in their course curriculum. The following shall be present or be observed in the servicing of this requirement: 1. The Commercial Accounting Software with Analytics Tool shall have a complete course package for tertiary education students. 2. The software can be accessed online from different devices such as desktop computers, laptops, tablets, or mobile phones. 3. Courseware usage is 24/7 cloud access hours per semester within 1-3 consecutive months. 4. The Student Courseware License Fee per student shall be based on a pay-per use basis. 5. The faculty-in-charge/trainer shall have unlimited number of hours of free system access, anytime, per semester for practice and lesson preparation.</p> <p>PROJECT SCOPE OF WORK/SERVICES The Project shall cover the following scope of services: A. TRAIN THE TRAINER PROGRAM</p>	lot	1	396,000.00	396,000.00

MA. JOSEFINA G. BELMONTE
City Mayor

Signature Over Printed Name of Supplier / Date

JOCELYN VENTURA 11/19/2024

Funds Available:

RUBY G. MANANGU
City Accountant

OBR : 11/19/2024, 11/20/24

Approved Budget for the Contract : 396,000.00

TERMS AND CONDITIONS

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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.
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15. This contract shall also serve as **Notice to Proceed**, to take effect on NOV 19 2024 and to expire on - DEC 19 2024

CONFORME:

JOSE VILHON
SIGNATURE OVER PRINTED NAME

AUTHORIZED REPRESENTATIVE
IN THE CAPACITY OF

11/19/2024
DATE

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

SUBSCRIBED AND SWORN to before me this ____ day of _____, _____ 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. _____.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

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



Procuring Unit	: QUEZON CITY UNIVERSITY	Project Number	: QCU-24-IT-1190D
Company Name	: FASTTRACK SOLUTIONS, INC.	Mode of Procurement	: Negotiated 53.9
Address	: 10th Floor Valero Tower, 122 Valero, Makati City	Resolution No.	: 24-A-212
Business Type	: Corporation Registration #CS200507776	TIN Number	: 238-773-536-00000
		Contact Number	: 0917-527-5415

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
Payment Term : Credit

Delivery Schedule Thirty (30) Calendar Days

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	<p>1.The Service Provider shall provide training for assigned lead trainers/faculty members from the BS Accountancy Faculty, as follows:</p> <p>No. of hours at least 24 hours of training coverage full ACCOUNTING INFORMATION SYSTEM and AUDITING IN CIS ENVIRONMENT Modules with Analytics component.</p> <p>No. of pax at least 3 lead trainers from QCU-BSA full-time faculty Venue-Virtual Classroom</p> <p>B.STUDENT COURSEWARE</p> <p>1.Each officially enrolled student in the AIS and AUDITING IN CIS ENVIRONMENT courses shall be given access to the software of the Service Provider.</p> <p>2.Student user licenses shall be created based on the official list provided by the QCU BSA, based on actual number of students enrolled but cannot be lower than the REQUIRED MINIMUM NUMBER OF STUDENTS (200) and provided that the subject/s in ANNEX A - ENTERPRISE RESOURCE PLANNING AND ANALYTICS IMPLEMENTATION TABLE are duly sustained.</p> <p>C.TECHNICAL SUPPORT</p> <p>1.The Service Provider shall provide an Account Manager to assist QCU for the duration of the semester during the Program</p>				

MA. JOSEFINA G. BELMONTE
City Mayor

Handwritten: Joca Verzon 11/19/2024
Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU
City Accountant

OBR : *100.2024-10. 11225*

Approved Budget for the Contract : 396,000.00

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 NOV 19 2024 and to expire on - DEC 19 2024.

CONFORME:

JOCEL VENZON
SIGNATURE OVER PRINTED NAME

AUTHORIZED REPRESENTATIVE
IN THE CAPACITY OF

11/19/2024
DATE

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COMPANY NAME

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