



Republic of the Philippines
QUEZON CITY COUNCIL

Quezon City
19th City Council

PR19CC-971

63rd Regular Session

RESOLUTION NO. SP- **6410** ___, S-2015

A RESOLUTION RATIFYING THE CONTRACT OR AGREEMENT ENTERED INTO BY THE HONORABLE MAYOR OF QUEZON CITY WITH THE WINNING BIDDERS/CONTRACTORS FOR THE PROVISION OF SERVICES AND SUPPLIES UNDERTAKEN BY THE QUEZON CITY POLYTECHNIC UNIVERSITY OF THE QUEZON CITY GOVERNMENT IN THE AMOUNT OF TWELVE MILLION NINE HUNDRED FORTY ONE THOUSAND NINE HUNDRED FORTY NINE PESOS AND SEVENTY CENTAVOS (PHP12,941,949.70).

*Introduced by Councilors JESUS MANUEL C. SUNTAY and
GODOFREDO T. LIBAN II.*

*Co-Introduced by Councilors Anthony Peter D. Crisologo,
Ricardo T. Belmonte, Jr., Dorothy A. Delarmente, Lena
Marie P. Juico, Victor V. Ferrer, Jr., Alexis R. Herrera,
Precious Hipolito Castelo, Voltaire Godofredo I. Liban III,
Roderick M. Paulate, Ramulfo Z. Ludovica, Ramon P.
Medalla, Estrella C. Valmocina, Allan Benedict S. Reyes,
Franz S. Pumaren, Eufemio C. Lagumbay, Jose Mario
Don S. De Leon, Jaime F. Borres, Marvin C. Rillo,
Vincent DG. Belmonte, Raquel S. Malañgen, Jessica
Castelo Daza, Bayani V. Hipol, Jose A. Visaya, Julianne
Alyson Rae V. Medalla, Andres Jose G. Yllana, Jr., Allan
Butch T. Francisco, Karl Edgar C. Castelo, Candy A.
Medina, Diorella Maria G. Sotto, Marivic Co-Pilar,
Rogelio "Roger" P. Juan, Melencio "Bobby" T.
Castelo, Jr., Donato C. Matias and Ricardo B. Corpuz.*

WHEREAS, Section 356 of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, mandates that the procurement or acquisition of supplies and services by local government units (LGUs) shall be made through competitive public bidding;

WHEREAS, Section 455 (b) (1) (vi) of the same Act provides that the City Mayor shall represent the City in all its business transactions and shall sign on its behalf all bonds, contracts, and obligations, and such other documents upon authority of the Sangguniang Panlungsod, or pursuant to a law or ordinance;

WHEREAS, second paragraph of Section 24 of Ordinance No. SP-2345, S-2014, otherwise known as the 2015 General Appropriations Ordinance of Quezon City provides that the City Mayor is authorized to enter into and sign contracts for the construction, installation, improvement, expansion, operation, and maintenance of public infrastructure and such other contracts whose amount does not exceed Ten Million Pesos (Php10,000,000.00) and duly appropriated in the said Ordinance;

WHEREAS, the last paragraph of Section 24 of the same appropriations ordinance provides that the Sangguniang Panlungsod, through a resolution, shall ratify and confirm all that the City Mayor may lawfully do or cause to be done under and by virtue of this appropriations ordinance;

WHEREAS, Approved Budget Contracts as specified in the table below are already available for these projects as shown by supported documents:

Project Title	END-USER	PR NUMBER	SERVICE PROVIDER	CONTRACT AMOUNT
Desktop Computer, Printer	QCPU	47088	Rose Gan General Merchandise	799,600.00
Air-conditioning Unit	QCPU	47455	ROSE GAN GENERAL MERCHANDISE	1,420,000.00
Partition, Chairs and Conference Sound System	QCPU	47454	ROSE GAN GENERAL MERCHANDISE IN JOINT VENTURE WITH ESTANIEL ENT.	7,682,371.00
Portable Karaoke	QCPU	47406	ROSE GAN GENERAL MERCHANDISE	206,998.85
Baccalaureate Ceremony and Awards & Recognition	QCPU	47936	TUMMY TUMS CATERING SERVICES	328,957.80

Program and Others	QCPU	47930	ROSE GAN GENERAL MERCHANDISE	98,851.00
Customized Mobile Pushcart	QCPU	47927	ROSE GAN GENERAL MERCHANDISE	239,985.00
Toga Rental	QCPU	47932	ROSE GAN GENERAL MERCHANDISE	122,487.75
Portable Toilet Rental	QCPU	47935	ROSE GAN GENERAL MERCHANDISE	79,996.00
Medals	QCPU	47929	ROSE GAN GENERAL MERCHANDISE	104,786.30
Painting Works	QCPU	47937	ROSE GAN GENERAL MERCHANDISE	499,973.05
Diploma and Diploma Holder	QCPU	47931	ROSE GAN GENERAL MERCHANDISE	315,580.00
Beam Moving Head without Flight Case and LED Lights	QCPU	47934	ROSE GAN GENERAL MERCHANDISE	379,990.00
Stage Decoration	QCPU	47928	ROSE GAN GENERAL MERCHANDISE	329,992.95
LED Video Wall Rental	QCPU	47933	ROSE GAN GENERAL MERCHANDISE	119,980.00
Desktop Computer	QCPU	47059	ROSE GAN GENERAL MERCHANDISE	92,400.00
Desktop Computer, Printer, Laptop	QCPU	47058	ROSE GAN GENERAL MERCHANDISE	120,000.00
TOTAL				12,941,949.70

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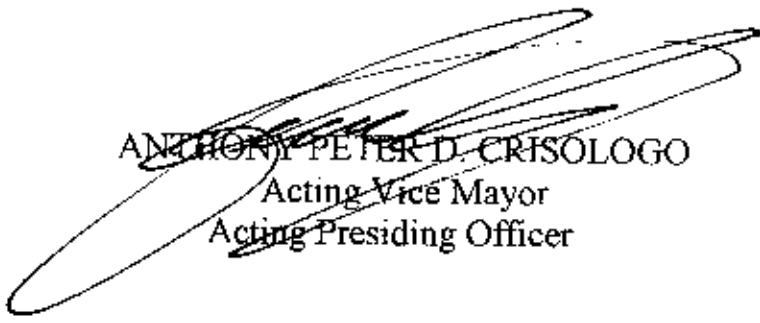


WHEREAS, the City Budget Department certified that funds are available for the provision of supplies undertaken by the Quezon City Polytechnic University of the Quezon City Government.

NOW, THEREFORE,


BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN REGULAR SESSION ASSEMBLED, to ratify, as it does hereby ratify, the contract or agreement entered into by the Honorable Mayor of Quezon City with the winning bidders/contractors for the provision of supplies and services undertaken by the Quezon City Polytechnic University of the Quezon City Government in the amount of Twelve Million Nine Hundred Forty One Thousand Nine Hundred Forty Nine Pesos and Seventy Centavos (PHP12,941,949.70).

ADOPTED: June 8, 2015.



ANTHONY PETER D. CRISOLOGO
Acting Vice Mayor
Acting Presiding Officer


ATTESTED:





Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III

CERTIFICATION

This is to certify that this Resolution was APPROVED by the City Council on Second Reading on June 8, 2015 and was CONFIRMED on June 15, 2015.



Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III



SUPPLY AND DELIVERY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

QUEZON CITY GOVERNMENT, a public corporation existing under the laws of the Philippines, represented herein by the Honorable **HERBERT M. BAUTISTA**, in his 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 -

ROSEMARIE B. GANA, Filipino, of legal age, and with office address at No. 3 Unit 12 & 14 Anonas Complex, Quirino 3A D3, Quezon City, doing business under the name and style of *Ross Gan General Merchandise*,

In Joint Venture with

NOEL T. YAP, Filipino, of legal age, and office address at No. 7A March St., Congressional Village, Bahay Toro 1, Quezon City, doing business under the name and style of *Estaniel Enterprises*,

(**ROSEMARIE B. GANA** and **NOEL T. YAP** and hereinafter collectively referred to as the "**SUPPLIER**")

RECITAL

WHEREAS, in a public competitive bidding conducted by the Bids and Awards Committee on Goods of the Quezon City Government on February 16, 2015, the procurement of partition, chairs and conference sound system (the "**Project**") under Project No. 1502-47454 was awarded to the **SUPPLIER** in the amount of Php7,682,371.00; and

WHEREAS, on _____, the Notice of Award was issued and the **SUPPLIER** subsequently duly posted a performance security, subject to the terms and conditions hereafter set forth.

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 supply and deliver to the **CITY** partition, chairs and conference sound system (the "**Fixtures and Equipment**"), the technical specifications of which are defined under Section VII. Technical Specifications of the Bidding Documents.

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

HERBERT M. BAUTISTA
City Mayor

NOEL T. YAP

ROSEMARIE B. GANA

- (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) Notice of Award;
- (i) Bid Form;
- (j) Cost Summary and Cost Derivation Sheet;
- (k) Certificate of Availability of Fund (CAF); and
- (l) Performance Security

Copy of the Contract Documents is hereto attached as **Annexes A to L**, respectively and inclusive, and form as integral part of this Agreement.

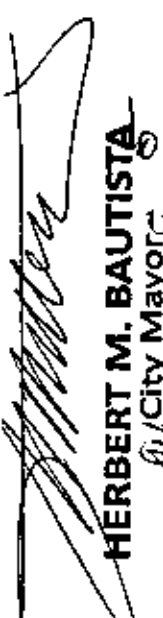
Section 3. Delivery Schedule. The **SUPPLIER** shall supply and deliver to the **CITY** the Fixtures and Equipment within fifteen (15) calendar days from receipt of the Notice to Proceed.

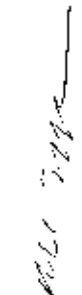
Section 4. Contract Price. In consideration of the complete and faithful supply and delivery of the Fixtures and Equipment defined herein and the performance of any and all obligations of the **SUPPLIER** under this Agreement, the **SUPPLIER** shall be paid the total amount of Philippine Peso: **SEVEN MILLION SIX HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED SEVENTY ONE (Php 7,682,371.00)**, inclusive of the 12% Value Added Tax (VAT) (the "Contract Price").

Section 5. 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 6. 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 Fixture and Equipment 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, if the liquidated damages exceeds ten percent (10%) as provided herein, the **CITY** may rescind 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 7. Authority to Deduct Liquidated Damages. For purposes of assessment and enforcement of the liquidated damages provided under Sections 6 hereof, the **CITY**, upon written notice to the **SUPPLIER**, is hereby authorized to deduct any amount


HERBERT M. BAUTISTA
City Mayor


NOEL T. YAP


ROSEMARIE B. GANA

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 8. *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 and delivery of Fixtures and Equipment and performance of its obligations under this Agreement.

Section 9. *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. The SUPPLIER shall suspend or discontinue 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 10. *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 11. *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 12. *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 13. *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 (BAC) Secretariat 7 th Floor, QC Hall Main Building Elliptical Road, Diliman, Quezon City
SUPPLIER	:	ROSE GAN GENERAL MERCHANDISE No. 3 Unit 12 & 14 Anonas Complex, Quirino 3A D3, Quezon City

Section 14. *Effectivity.* This Agreement shall be effective upon execution by the parties hereto.

Section 15. *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.


HERBERT M. BAUTISTA
City Mayor

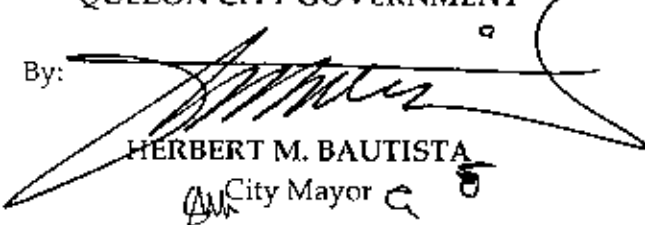

NOEL T. YAP

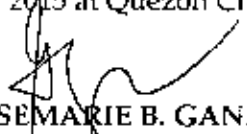
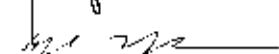

ROSEMARIE B. GANA

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.

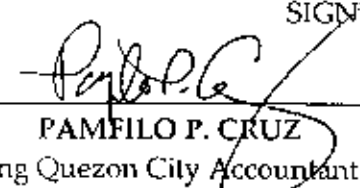
g. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration in the Philippines according to the provisions of RA 876, otherwise known as the "Arbitration Law" and RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided*,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

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement on the _____ day of _____, 2015 at Quezon City.

QUEZON CITY GOVERNMENT
By: 
HERBERT M. BAUTISTA
City Mayor


ROSEMARIE B. GANA

NOEL T. YAP

SIGNED IN THE PRESENCE OF:


PAMFILO P. CRUZ
Acting Quezon City Accountant

ACKNOWLEDGEMNT

REPUBLIC OF THE PHILIPPINES)
Quezon City, Metro Manila) S.S.

BEFORE ME, a Notary Public for and in the above locality, personally appeared:

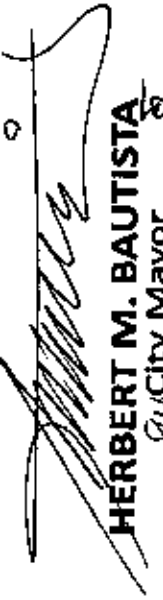
<u>Name</u>	<u>Competent Evidence of Identity</u>	
Quezon City Government		
represented by		
HERBERT M. BAUTISTA	<u>CTC No. 00094067</u>	<u>1/5/2015/Quezon City</u>
ROSEMARIE B. GANA	_____	_____
NOEL T. YAP	_____	_____

all known to me to be the same persons who executed the foregoing Agreement and they acknowledged to me that the same is their free and voluntary deeds as well as the free and voluntary deeds of the parties they represent.

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I certify that the foregoing Supply and Delivery Agreement, signed by the parties and their instrumental witnesses, is consisting of six (6) pages, including this page on which the acknowledgement is written.

IN WITNESS WHEREOF, I have affixed my signature and seal this _____ day of _____, 2015 at the Quezon City, Metro Manila, Philippines.


HERBERT M. BAUTISTA
Quezon City Mayor

Doc. No. ;
Page No. ;
Book No. ;
Series of 2015.


NOEL T. YAP


ROSEMARIE B. GANA