

Republic of the Philippines
Bureau of Quarantine
Department of Health



NOTICE TO PROCEED

August 4, 2021

P.R. No.: 20-05-0967

MR. JIMMY Q. QUARTO
JQQ Transport Services
Unit 306 Coko Bldg. 1 Patio Madrigal Compound,
#2550 Roxas Boulevard, Pasay City
Tel. No. (02) 88547933

Dear Mr. Quarto,

The attached Purchase Request having been approved, notice is hereby given to JQQ Transport Service that delivery of Shuttle Service for BOQ Employees under RFQ No. NP-EC-2021-17, shall commence effective on the date of receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions provided in the Purchase Request, Request for Quotation, Technical Specifications and in accordance with the price and delivery schedules.

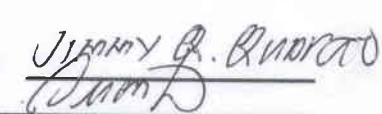
Please acknowledge receipt of this notice by signing on the space provided below.

Very truly yours,


FERDINAND S. SALCEDO, MD, MPH, CESO IV
Director IV

Date of receipt of this notice: AUG. 5, 2021

Name of Authorized Representative of the Bidder: JIMMY Q. QUARTO

Signature of the Authorized Representative: 

Mandate

The **Bureau of Quarantine (BoQ)** under the Department of Health (DOH), with the category of a first-class line bureau, shall have a nationwide scope of function and international commitment in accord with the International Health Regulations (IHR) of the World Health Organization (WHO).

Jurisdiction and Functions of the Bureau

The examination at ports of entry and exit in the Philippines of incoming and outgoing vessels and aircraft,

The necessary surveillance over their sanitary conditions, as well as over their cargoes, passengers, crews, and all personal effects, and

The issuance of quarantine certificates, bills of health, or other equivalent documents shall be vested in and be conducted by the Bureau.

This Bureau shall have authority over incoming and outgoing vessels both domestic and foreign, including those of the army and navy, their wharfage and anchorage, and over aircraft and airports, insofar as it is necessary for the proper enforcement of the provisions of this Act.

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

AUG 05 2021

This Agreement is made and entered into this _____ day of _____ by and between:

BUREAU OF QUARANTINE, a government agency under the Department of Health, with office address at 25th and A.C. Delgado St., Port Area, Manila represented herein by its Director, **FERDINAND S. SALCEDO, MD, MPH, CESO IV**, and hereinafter referred to as the **"CLIENT"**.

-and-

JQQ TRANSPORT SERVICES, a company duly organized under the laws of the Philippines, with office address at Unit 306 Coko Bldg. 1 Patio Madrigal Compound #2550 Roxas Blvd. Pasay City, represented by its Proprietor, **JIMMY Q. QUARTO**, hereinafter referred to as the **"SERVICE PROVIDER"**.

-WITNESSETH-

WHEREAS, the BOQ personnel are under the A1 classification of the Philippines National COVID-19 Vaccination Deployment Plan and were vaccinated immediately upon the availability of the vaccine. The client reinstated 100% capacity at main office under Bureau Memorandum No. 2021-52.

WHEREAS, there is an immediate need of Shuttle Service of BOQ employees for as the BOQ has been providing shuttle services for its skeletal workforce since the beginning of COVID-19 Community Quarantine. However, with the expected shift to Modified Enhanced Community Quarantine (MECQ), more employees going to work and the need for a shuttled series is essential for the transport from their respective pick-up point to the office (and vice-versa) due to the limited mode of transportation.

WHEREAS, under Article VIII – Employees Right and Benefits of the CNA between DOH and NADEA, Sec. 2 CNA Incentives, states that *"in recognition of the harmonious relationship and cooperation between the Management and the Association by virtue of the agreement, resulting to the promotion and enhancement of the employees' welfare, productivity and contributing to economy, effectiveness and efficiency in the delivery of health services, a non-monetary incentive shall be given to employees as improvement of working conditions and other programs. In the exigency of the service, transport services and shuttle services shall be allowed and provided by the management for the use of the employees."*

WHEREAS, the Client requires the provision of the Shuttle Service commencing **August 6, 2021 – December 31, 2021** and selected the Service Provider that will be engaged for the provision thereof through the conduct of emergency procurement, pursuant to the provisions of R.A. 9184 as well as rules, regulations and guidelines prescribed by the Government Procurement Policy Board (GPPB) relative thereto;

WHEREAS, the **SERVICE PROVIDER** is, a duly registered common carrier engaged in the business of providing service vehicle to interested clients, and the owner of air-conditioned coasters and vans for rent.

WHEREAS, **SERVICE PROVIDER** has the required capitalization, equipment, coasters, vans and man power to provide above-mentioned service to the **CLIENT**.

Handwritten signature and initials on the left margin.

NOW, THEREFORE, in consideration of the foregoing and of the parties agree as follows:

I. **TERMS AND CONDITION.** This contract shall be in effect and remain enforced commencing **August 6, 2021 until December 31, 2021, renewable monthly or until December 31, 2021** unless otherwise terminated on reasonable grounds on engagement with the following schedule and number of coaster/van point of pick-ups and drop-off details. (See attached Annex A). The schedule and number of coaster/van may be increased or decreased upon the option and of the written instruction of the **Client**.

II. **PAYMENT.** Payment shall be to the effect that the Services have been rendered or delivered in accordance with the terms of this Contract (Annex B).

The Service Provider shall bill the Client corresponding the actual amount of Shuttle Services in either weekly or semi – monthly basis.

The Service Provider request for payment shall be made to the Client in writing, accompanied by an invoice or statement of account, as appropriate, the Services performed and by the documents submitted.

Payment shall be made promptly by the Client, but in no case later than fifteen (15) days after submission of an invoice or claim by the Service Provider.

III. **SCHEDULE OF PICK-UP and DROP-OFF.** The **SERVICE PROVIDER** should follow the schedule of pick-up and drop-off as stated in No. 1 hereof at least 15 minutes before the requested reporting time for the **scheduled pick-up of employees**. All drop-offs must be done by **SERVICE PROVIDER** at the designated drop-off points provided hereof, unless otherwise instructed by the duly authorized representative of the **CLIENT**.

IV. **OTHER EXPENSES.** The **SERVICE PROVIDER** shall be responsible for the cost of driver's fee, fuel, toll fee, parking fee, entrance fee, driver's meal, identification signage (tarpaulin/digital) and other requirements/clearance for transportation as mandated by law.

V. **PENALTY.** Should the **CLIENT** fail to pay the rentals within the period specified above, the **CLIENT** agrees to pay the **SERVICE PROVIDER**, as and by way of compensation for lost income, a monthly sum equivalent to two percent (2%) per month of the aforesaid overdue amount as penalty, both to be computed from the date of delinquency.

VI. **DRIVER.** The **SERVICE PROVIDER** will provide a driver for the coasters/vans shall be solely responsible for all employment cost and obligations for the driver. The **SERVICE PROVIDER** warrants that the assigned driver has necessary professional driver's license to drive a public/private vehicle; shall strictly follow and obey the traffic rules and regulations; and must, at all times, drive with utmost care and diligence. He must be physically, mentally, and emotionally fit to perform his task, and not under the influence of drugs and liquor. The driver shall, likewise, treat the **CLIENT's** officers, employees and guest with respect and courtesy at all times.

VII. **REPAIRS.** The **SERVICE PROVIDER** at no coast/expense of the **CLIENT** will provide the repair and maintenance of the coaster / van during the period of this Agreement. In the event that any of the coaster/van breaks down in the midst of the trip, it is the obligation of the **SERVICE PROVIDER** to provide a replacement coaster/ van as soon as possible in order not to hamper the activity of the **CLIENT**.

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VIII. DUTIES, RESPONSIBILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER

- a. The **SERVICE PROVIDER** shall be expected to exercise extraordinary diligence and care as a transport service provider during the engagement with the **CLIENT**.
- b. The **SERVICE PROVIDER** shall provide suitable, competent, well-trained, skilled, efficient, and honest coaster/van drivers to effect efficient and timely arrival to the specified destination.
- c. This being an engagement for carriage of passengers, **SERVICE PROVIDER** shall accept full responsibility for any untoward act or incident, loss and/or damage, death to the **CLIENT**, its officers, employee guests and properties, the proximate cause of which is the fault of its obligations under this agreement.
- d. The **SERVICE PROVIDER**, under normal circumstances warrants the safety of its passenger to and from the agreed destination.
- e. Further, the **SERVICE PROVIDER** warrants that the coaster/van that will be deployed to **BOQ** are in good working condition, with all the seats, air-conditioning system and other standard coaster/van amenities fully functional.
- f. The **SERVICE PROVIDER** agrees to abide by the guidelines contained in this agreement and ANNEX 'A' hereof and commits not to deviate from the Route/itinerary provided hereof. The **SERVICE PROVIDER** and its driver, upon representative/s of **BOQ**, shall undertake any changes in the route / itinerary.

Amend

Uw

Amend

IX. **NON-WAIVER.** The failure of either party to insist upon a strict performance of any of the terms, conditions, and covenants hereof shall not be deemed an abandonment of waiver of any right or remedy that the **SERVICE PROVIDER** may have nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which terms conditions and covenants shall continue to be full and effect. No waiver by the **SERVICE PROVIDER** of any of its rights under this contract shall be deemed to have been made unless expressed in writing and signed by the **SERVICE PROVIDER**.

X. **RELATIONSHIP OF THE PARTIES.** Nothing contained in the Agreement shall be construed as constituting any partnership, agency, or contract of employment between the parties.

XI. **NON-DISCLOSURE.** All non-public, confidential, or proprietary information relating to each of the parties, its directors, stockholders, officers, employees, parent company, affiliated companies and subsidiaries, whether written or oral, shall be kept confidential and shall not be disclosed to any person even after the termination of this Contract.

XII. **ENTIRETY OF AGREEMENT.** This Contract and all documents attached hereto are referred to herein integrate all the terms and conditions mentioned herein or incidental hereto supersede and render void any and all agreements and understanding oral or written the subject matter hereof. This contract shall not hereafter be considered modified, altered, or notated except by a written instrument duly signed by the parties against which it is being revoked.

XIII. **AMENDMENTS.** No modifications, amendments or supplements to this contract shall be effective for any purpose unless in writing signed by both party.

XIV. **NOTICE.** Any notice or other communication to be given under this Agreement shall be in writing and shall be sent to the addresses of the parties specified herein.

XV. SEPARABILITY CLAUSE. Should any provision of this agreement is declared invalid or unenforceable by a competent court, all other provisions which are not otherwise affected shall remain valid and enforceable.

XVI. BREACH OF CONTRACT. In case of violation or infringement of any of the terms and conditions of this contract by any party, the aggrieved party reserves its right to terminate immediately this Contract and shall be entitled to indemnification for party at least 15 days prior to the intended effectivity date of termination; Provided that outstanding obligation and accountabilities of either party to the must be fully settled prior to the effectivity of termination.

XVII. COMPLIANCE CLAUSE. Either party confirms that no commission, fee or rebate, or any gift or entertainment of value in connection with this contract has been or shall be given to/or received from the other party or any of directors, officer, employee of affiliates, and that he shall not enter into any other business arrangement with any of the other party's directors, officers, employees, agent or subcontractors including those of its affiliates without the prior consent of the other party.

IN WITNESS WHEREOF, the parties have caused this Instrument to be executed and signed on the date and place herein above first written.

JQQ TRANSPORT SERVICES
SERVICE PROVIDER

By:



JIMMY Q. QUARTO
Proprietor

BUREAU OF QUARANTINE (BOQ)
CLIENT

By:



FERDINAND S. SALCEDO, MD, MPH, CESO IV
Director IV

Witness:

MARC JOSEPH C. EBDANI, CPA
BOQ - Accountant III

DOC. NO. 30
PAGE NO. 1
BOOK NO. 94
SERIES OF _____

ATTY. ROGELIO J. BOLIVAR
NOTARY PUBLIC
AM Adm. Matter No. 10021 to Dec. 31, 2022
ISE O.R. No. 12581 No. 103076 MD 2022
PTR O.P. No. 12581 No. 30032176 129-871-009
MCLE No. 12581 valid until 12/31/22