

## Republic of the Philippines PROCUREMENT DEPARTMENT

Quezon City Government



PO Number **2012048** 

Purchase Order Date:

DEC 10 2020

**Procuring Unit** 

: OFFICE OF THE CITY MAYOR

**PR Number** 

:GF-20-11-02108

Company Name

: IJM ENTERPRISES & CATERING SERVICES, INC.

Mode of

:Negotiated 53.2

Address

**Procurement** 

: #39 Peso St., Phase 8 North Fairview, Quezon City

Resolution No.

:20-A-549

**Business Type** 

: Corporation Registration #CS201011617

**TIN Number** 

:007-826-193-000

Contact Number :461-3272

Sir/Madam:

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

Place of Delivery: Office of the City Mayor

Delivery Schedule: As per request of the end-user

pack	35,840 35,840	135.00 229.79	4,838,400.00 8,235,673.60
•	35,840	229.79	8,235,673.60
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pack	35,840	135.00	4,838,400.00
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**Total Amount:** 

17,912,473.60

Total Amount In Words (Pesos):

Seventeen Million Nine Hundred Twelve Thousand Four Hundred Seventy three Pesos and 60/100 Only

MA. JOSEFINA G. BELMONTE City Mayor

Marin lourdet leonor B. Hollero 12/10/2 Signature Over Printed Name of Supplier / Date

**Funds Available:** 

**City Accountant** 



OBR: 100 - 2020 - 12 - 10819

PR Amount:

17,920,000.00

## TERMS AND CONDITIONS

 ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITH DATE OF RECEIPT.

(20) CALENDAR DAYS FROM

- 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.

\*\*\*This Purchase Order shall be deemed invalid without Notary Seal (for project amounting to Php2,

Book No. **00** Series of **20** 

- 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.

Integral part hereof.			
15. This contract shall also serve as <b>Notice to</b> <u>DEC 3 1 2020</u>	• Proceed, to take effect on	DEC 1 0 2020	and to expire on -
CONFORME:			
Maria lougheleonor B. Holler	Location (Ecretary IN THE CAPACITY		12/10/2020
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY	OF	DATE
Duly authorized to sign this Purchase Order for and			
SUBSCRIBED AND SWORN to before me this			
me and were identified by me through competent			
3-13-SC). Affiants exhibited to me his/her with No.	with his/he	er photograph and sig	naturetahpeatherthereon TAKY POBLIC
Doc. No. 432		ROOM 405 PI	M BUILDING, MATALINO ST. O.C
NOT S			COSTA I NOTARIAL NO 259