

## Republic of the Philippines PROCUREMENT DEPARTMENT Quezon City Government

PO Number **2104058** 

Purchase Order Date.

MAY 10 2021

Procuring Unit

: OFFICE OF THE VICE MAYOR

PR Number

:GF-21-04-00220

Company Name

: ANEMONE GENERAL MERCHANDISE

Mode of

:Negotiated

Address

**Procurement** Resolution No. 53.2

:21-A-192

: 32 Batay Rd. Kaunlaran Cubao, Quezon City

TIN Number

:274-800-669-000

Business Type

: Sole Proprietorship Registration #05879727

Contact Number

:09173166618

Sir/Madam:

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

Place of Delivery: Office of the Vice Mayor

Delivery Schedule: Fifteen (15) Calendar Days

Payment Term:

Credit

| Stock<br>No. | Item  | Unit of Issue | QTY   | Unit Cost | Amount        |
|--------------|---|---------------|-------|-----------|---------------|
| 1            | RICE, 50 kilos, good quality, whole grains  Nothing Follows | pack          | 4 237 | 2,749 97  | 10,650,622.89 |
|              |   |               |       |           |               |
|              |   |               |       |           |               |
|              |   |               |       |           |               |
|              |   |               |       | :         |               |
|              |   |               |       |           |               |
|              |   |               |       |           |               |
|              |   |               |       | :         |               |
|              |   |               |       |           |               |

Total Amount:

11,651,622.89

Total Amount In Words (Pesos):

Eleven Million Six Hundred Fifty-One Thousand Six Hundred Twenty-Two Pesos & 89/100 Only

MA. JOSEFINA G. BELMONTE

City Mayo

Signature Over Printed Name of Supplier : Date

Funds Available:

. MANANGU

OBR:

100 - 2021- 05-03257

PR Amount:

11,651,750 00

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## **TERMS AND CONDITIONS**

- ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM
  JATE OF RECEIPT
- 2 AWARDEE share 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. derivery 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
- When the supplier fails to satisfactorify deliver goods/services under the contract within the specified delivery schedule, actuate of dolor granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the producting entity I quidited 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 producing 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 a scovered 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. An duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
- 10. As a pre-condition to payment, MPORTANT 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. A 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 specifiations terms and conditions stabilisted.
- 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 hereb!

| ntegral part hereof  15. This contract shall also serve as <b>Notice to Proceed,</b> to | take effect on                          | <b>1 1 2021</b> and to expire on -  |  |  |  |
|---|---|---|--|--|--|
| CONFORME:   |   | 5-11-21   |  |  |  |
| 166 stellar Totalar   | PROPRILLS                               |   |  |  |  |
| SIGNATURE OVER PRINTED NAME   | IN THE CAPACITY OF                      | DATE  |  |  |  |
| -   | ancm, ne                                | gen. mase   |  |  |  |
| Dury authorized to sign this Purchase Order for and on behalf of                        | COMPANY NAME                            |   |  |  |  |
| SUBSCRIBED AND SWORN to before me this day of WAY 1                                     | dentity as defined in the 2004          | Rules on Notarial Practice (A IVI INO UZ-   |  |  |  |
| 8-13 SC). Aff antis exhibited to me his/her   | with his/her phat                       | ograph and signature appearing thereon<br>ATTY: MARK JOSEPH E. MARCELO<br>Notary Pullas |  |  |  |
| 101   |   | Room 105, Security Bank Building,<br>Matalino St., Quezon City                          |  |  |  |
| Dac No. 134<br>Page No. 27  |   | Adm. Matter No. NP. 101   |  |  |  |
| Page No A L   | Commission propers on December 31, 2022 |   |  |  |  |
| Book No. 60   | Attorney's Roll No. 69314               |   |  |  |  |
| / ( * <b>INT !</b>  |   | Continue No. 0166MC Charges Care Charles  |  |  |  |