4041

Republic of the Philippines
**PROCUREMENT DEPARTMENT**
Quezon City Government

QUEZON CITY
Great.Green.Growing.

PO Number **2112051**

**Purchase Order** Date: DEC 16 2021

| | | | |
|---|---|---|---|
| Procuring Unit | : QUEZON CITY YOUTH DEVELOPMENT OFFICE | | |
| | | Project Number | :QCYDO-21-CS-645B |
| Company Name | : IJM ENTERPRISES & SERVICES, INC. | Mode of Procurement | :53.9 |
| Address | : #39 Peso St., Phase 8 North Fairview, Quezon City | Resolution No. | :21-A-676 |
| | | TIN Number | :007-826-193-000 |
| Business Type | : Corporation Registration #CS201011617 | | |
| | | Contact Number | :0908-8110-807 |

**Sir/Madam:**
**Please furnish this office the following articles subject to the terms and conditions contained here:**

**Place of Delivery :** QUEZON CITY YOUTH DEVELOPMENT OFFICE
**Delivery Schedule :** upon request by the end-user not later than December 31, 2021
**Payment Term :** Credit

| Stock No. | Item | Unit of Issue | QTY | Unit Cost | Amount |
|---|---|---|---|---|---|
| 1 | AM SNACK<br>Chicken Burger and soft drinks in can, 330ml | pax | 100 | 85.00 | 8,500.00 |
| 2 | LUNCH<br>Fried Chicken, Mixed Vegetables, Rice and 350ml Bottled Water | pax | 100 | 165.00 | 16,500.00 |
| 3 | PM SNACK<br>Chicken Sandwich and Bottled Iced Tea, 350ml | pax | 100 | 85.00 | 8,500.00 |
| | ****** Nothing Follows ****** | | | | |
| | | | | **Total Amount :** | **33,500.00** |

**Total Amount In Words (Pesos):** Thirty Three Thousand Five Hundred Pesos Only

**MA. JOSEFINA G. BELMONTE**
City Mayor

Maria Lourdes Leonor B. Hollero Dec. 17, 2021
Signature Over Printed Name of Supplier / Date

**Funds Available:**

**RUBY G. MANANGU**
**City Accountant**

LUNGSOD QUEZON PILIPINAS 00948996

**OBR :** 100-2021-12-14791
**PR Amount :** 35,000.00

## *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 DEC 17 2021 and to expire on - DEC 31 2021.

CONFORME:

| Maria Lourdes Leonor B. Holkro | Corporate Secretary | Dec. 17, 2021 |
|---|---|---|
| SIGNATURE OVER PRINTED NAME | IN THE CAPACITY OF | DATE |

Duly authorized to sign this Purchase Order for and on behalf of IJM Enterprises and Services 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)***