

Republic of the Philippines PROCUREMENT DEPARTMENT Quezon City Government



PO Number **2205025**

Purchase Order Date: MAY 25 2022

Procuring Unit

OFFICE OF THE CITY MAYOR

Project Number

:OCM-22-KITCHENWARE-414

Company Name

: ANEMONE GENERAL MERCHANDISE

Mode of

:Public Bidding

Address

Procurement

: 32 Batay Rd. Kaunlaran Cubao, Quezon City

Resolution No. **TIN Number**

:22-PB-156 -:274-800-669-000

Business Type

: Sole Proprietorship Registration #05879727

Contact Number :09175462685

Sir/Madam:

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

Place of Delivery: CGSD Central Warehouse

Delivery Schedule: Thirty (30) Calendar Days -

Payment Term:

Credit

| Tayment Term. Stock | | | | | | |
|---------------------|--|---------|-------|---|--------------|--|
| Stock No. | ltem | Unit of | QTY | Unit Cost | Amount | |
| | | Issue | | | | |
| 1 - | Plate, 4 pieces/set, 10inches, white plastic, good quality | set | 5,000 | 360.00 | 1,800,000.00 | |
| 2, | Spoon, 4 pieces/set, 8inches, stainless steel, easily cleaned, good quality | set | 5,000 | 80.00 | 400,000.00 | |
| | Fork, 4 pieces/set, 8inches, stainless steel, easily cleaned, good quality | set | 5,000 | 80.00 | 400,000.00 | |
| 4 - | Glass, reusable plastic, 4 pieces/set, 8ounces, good quality | set | 5,000 | 260.00 | 1,300,000.00 | |
| 5 / | Can Opener, stainless steel, medium size, good quality | piece | 5,000 | 150.00 | 750,000.00 | |
| 6 ′ | Knife, with cover, stainless steel, medium size, heavy duty | piece | 5,000 | 80.00 | 400,000.00 | |
| | Bag, customized backpack, red with blue lining, made-to-order, made of polyrubber material, good quality, with 3 color print, polyester, 18 inches x 14 inches x 7 inches (serve as packaging) | piece | 5,000 | 1,699.00 | 8,495,000.00 | |
| | ****** Nothing Follows ****** | | | | | |
| | ± | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Tenner Formania de Carlos | | |
| | | | | | | |

Total Amount:

13,545,000.00

Total Amount In Words (Pesos):

Thirteen Million Five Hundred Forty-Five Thousand Pesos Only

MA. JOSEFINÁ G. BELMONTE

City Mayor

Funds Available:

Jecsuan

Signature Over Printed Name of Supplier / Date

OBR: NO- 2022-US- US 833

Approved Budget for the Contract: 13,550,000.00



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 <i>Notice to Pro</i> | | 3 1 2022 and to expire on - | | | | |
|---|--|--|--|--|--|--|
| CONFORME: | | 2 | | | | |
| Jessiya Salezar | propretuest | 5/31/22 | | | | |
| SIGNATURE OVER PRINTED NAME | IN THE CAPACITY OF | DATE | | | | |
| Duly authorized to sign this Purchase Order for and on I | behalf of anemone | Jen. mase. | | | | |
| SUBSCRIBED AND SWORN to before me this day | | 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 <u>brivery</u> <u>uthris/her/photograph</u> and signature appearing thereon with No. NOI - 09 (22347) | | | | | | |
| | ATTY. ARL P. LIN | I | | | | |
| Doc. No. 122 Page No. 35 | Notary Public for Quezon City Notarial Commission: NP-178; 7/14/21 to Roll No. 65268 | 12/31/22 | | | | |

Book No. Series of <u>202</u>2

PTR No. 2445159: 1-5-22 IBP OR No. 197140, 1-7-22

MCLE Compliance No. 6-0026861 TIN: 329-392-954-000 ***This Purchase Order shall be deemed invalid without Notices Seal (from peoject ya mounting to Chp 2,500,000.00 and above only)