

Republic of the Philippines PROCUREMENT DEPARTMENT Quezon City Government



PO Number **2211096**

Purchase Order

DEC 0 7 2022

Procuring Unit : SOCIAL SERVICES DEVELOPMENT DEPARTMENT

Project Number

:SSDD-22-FOODSTUFF-

Company Name

: TRIREAL ENTERPRISE

Mode of

:Public Bidding

Address

Procurement Resolution No.

:22-PB-395

: 26 Scout Chuatoco St., Roxas District, Quezon City

TIN Number

:178-708-161-000

Business Type

: Sole Proprietorship Registration #1515624

Contact Number :283-6227

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: Upon request by the end-user

until December 31, 2022

Payment Term: Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	of the performance of this contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto h)DEFAULT: In the event that the supplier has not fully complied with its promise to provide the foregoing services, in the required specifications as agreed upon, or in any manner has failed to satisfactorily perform its obligations, the same shall be barred upon proper recommendation, from future transactions with the QUEZON CITY GOVERNMENT, without prejudice to any legal action, if appropriate. ii)VENUE OF ACTION: All disputes, claims or questions which may arise out of the Purchase Order shall be filed in the competent courts of Quezon City, at the Option of the QUEZON CITY GOVERNMENT, to the exclusion of all other courts.				

Total Amount:

91,995,562,40

Ninety-One Million Nine Hundred Ninety-Five Thousand Five Hundred Sixty-Two Pesos & 40/100 Only Total Amount In Words (Pesos):

MA. JOSEFINÁ G. BELMONTE City Mayor

City Accountant

A- ANGELES Signature Over Printed Name of Supplier / Date

OBR: 100 - 2022 - 17 - 15172

Approved Budget for the Contract: 92,022,435.40

Funds Available:

TERMS AND CONDITIONS

- 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. and to expire on -CONFORME: A- ANGELES PROPRIETOR SIGNATURE OVER PRINTED NAME IN THE CAPACITY OF THUREAL ENTERPRISE Duly authorized to sign this Purchase Order for and on behalf of _____

SUBSCRIBED AND SWORN to before me this ____ DEC 0 7 2022 at QUEZON CANTON TO SWORN to before me this ____ DEC 0 7 2022 at QUEZON CANTON TO SWORN TO me and were identified by me through competent evidence of identity as defined in the 2004 Rules of Notarial Practice (A.M. No. 02-

with his/her photograph and signature appearing thereon 8-13-SC). Affiants exhibited to me his/her PASS PORT ID with No. P3124065B

Y. ELISEO S. CALMA, TR. ATTY. ELISEO Doc. No. 15 Until December 31, 2023 Page No. 4 Adm. Matter (2022-20**23)** Book No. <u>YV - A</u> PTR No. 2454359D; 1/3/2022/Q.C.

***This Purchase Order shall be deemed invalid without Notary Seal (for project amounting to Php2,500,000.00 and above only)

MCLE VII-0006924 Adm No NP-062 (2022-2023)



Series of 2017



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Quezon City Government



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until December 31, 2022

Payment Term :

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	RICE –well milled rice, good quality, 6 kilos/pack	Pack	48,860	345.05	16,859,143.00
2	DRIED SMALL DILIS – dried, small, unsalted size: 5cm-10cm, good quality, 500g/pack	Pack	48,860	373.75	18,261,425.00
3	MONGGO – good quality, 1 kilo/pack	Pack	48,860	180.00	8,794,800.0d
4	MALAGKIT – well milled, good quality, 2 kilos/pack	Pack	48,860	192.00	9,381,120.0d
5	MACARONI – elbow macaroni, good quality, 2 kilos/pack	Pack	48,860	276.00	13,485,360.00
6	POWDERED MILK – 300 grams/pack, good quality, 2 packs/pack	Pack	48,860	283.20	13,837,152.00
7	COCOA POWDER – 70g/pack, unsweetened, 2 packs/pack	Pack	48,860	88.84	4,340,722.40
8	BROWN SUGAR – good quality, 2 kilos/pack	Pack	48,860	144.00	7,035,840.0d
	a)CONTRACT PERIOD: upon request by the end-user not to exceed December 31, 2022 b)PLACE OF DELIVERY: The Supplier will supply the food stuff at Social Services Development Department, Quezon City c)SCHEDULE OF DELIVERY: The Supplier shall deliver the food stuff, 50% for the 1st delivery and 50% for the 2nd delivery not to exceed December 31, 2022 d)CONSIDERATION: The total consideration, as allocated by the City, shall be computed on the basis of the actual items delivered. e)TERMS OF PAYMENT: The City shall pay the supplier upon delivery and acceptance of the goods delivered herein and upon presentation of the billing statement: f)ASSIGNMENT: Unless otherwise expressly stipulated or a prior written approval of the QUEZON CITY GOVERNMENT is secured, the Purchase Order shall not be assigned or subjected to any other party or parties g)DAMAGES: The Supplier shall indemnify the Quezon City Government against all losses and claims for injuries or damages to any person or property whatsoever which may arise in consequence				

MA. JOSEFÍNA G. BELMONTE City Mayor

RHY A - ANGELES

12/7/22

Funds Available:

City Accountant

OBR: 100-7077-17-15772

M

Approved Budget for the Contract: 92,022,435.40

TERMS AND CONDITIONS

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14. Provisions contained in Title VI, Book IV of the Civil Code (Integral part hereof.	of the Philippines on Sales are hereby in	corporated and made as an				
15. This contract shall also serve as Notice to Proceed, to ta	ke effect on	and to expire on -				
DEC 3 1 2022						
CONFORME:						
AWRIN A ANGELES PRI	CHRIETOR	12/7/22				
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY OF	DATE				
Duly authorized to sign this Purchase Order for and on behalf of	TRIREM ENTERPRISE					
e de la profession de la company de la compa	COMPANY NAME					
SUBSCRIBED AND SWORN to before me this day of						
me and were identified by me through competent evidence of iden						
8-13-SC). Affiants exhibited to me his/her	with ms/ner photograph and s	agnature appearing thereon				
with No						
Doc. No						
Page No						
Book No.						
Series of						
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