

## Republic of the Philippines PROCUREMENT DEPARTMENT

Quezon City Government



PO Number **2211097** 

Purchase Order Date:

DEC 0 7 2022

: BARANGAY AND COMMUNITY RELATIONS DEPARTMENT > Procuring Unit

Project Number : BCRD-22-GI2-1496 /

Company Name

CONG GENERAL MERCHANDISE JOINT VENTURE WITH R.

QUINTOS ENTERPRISES

Mode of **Procurement**  : Public Bidding /

Address

: Unit 206 Margarita Bldg., 28 Matalino St., Central, Quezon City

Resolution No.

: 22-PB-394

**TIN Number** 

: 236-035-022-00000 / 239-

845-193-00000

**Business Type** 

: Sole Proprietorship Registration #2932270 / #1102800

Contact Number: 09557725477

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

Stock	Item	Unit of	QTY	Unit Cost	Amount
No.		Issue		]	
No.	GROCERY BAGS  1 piece – Bag, eco-friendly, woven type with handle or string cord, size: 16 inches x 19 inches, with print (Front), per approved, assorted 2 cans – Corned Beef, 260g - CDO / 2 cans – Chicken Loaf, 150g - CDO / 1 pack – Spaghetti Noodles, 800g - Del Monte / 1 pack – Spaghetti Sauce, 900g - Del Monte / 1 can – Fruit Cocktail, 836g - Today's / 1 can – Crema Asada, 370ml -Alaska / 1 piece – Cheese Bar, 165g - Bigtime / 1 pack – Rice, 4 kilos, packed in Biodegradable plastic / GROCERY BAGS  1 piece – Bag, eco-friendly, woven type with handle or string cord, size: 16 inches x 19 inches, with print (Front), per approved, assorted		20,785	1,058.10	
	2 cans – Corned Beef, 260g - CDO 2 cans – Chicken Loaf, 150g - CDO 1 pack – Spaghetti Noodles, 800g - Del Monte 1 pack – Spaghetti Sauce, 900g - Del Monte 1 can – Fruit Cocktail, 836g - Today's 1 can – Crema Asada, 370ml - Alaska 1 piece – Cheese Bar, 165g - Bigtime 1 pack – Rice, 4 kilos, packed in Biodegradable plastic  ***with attached Terms of Reference which will form an integral part of this Purchase Order***  ****** Nothing Follows ************************************				

**Total Amount:** 

98,965,151.10

Total Amount In Words (Pesos): Ninety-Eight Million Nine Hundred Sixty-Five Thousand One Hundred Fifty-One Pesos & 10/100 Only

MA. JOSEFÍNA G. BEÌ City Mayor,

**Funds Available:** 



A. QUINTOS/12-7-2022 Signature Over Printed Name of Supplier / Date

> -M- 2/20-12 15431 OBR:

Approved Budget for the Contract: 98,997,886.95

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## 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. Providing contained in Title VI. Rook IV of the Civil Code of the Philippines on Sales are hereby incorporated and made as an

Integral part hereof.		ŕ	corporated and made as an
15. This contract shall also serve as <i>Notice to Pi</i>	roceed, to take effect on	EC 0 7 2022	and to expire on -
CONFORME: MANCO A GUINTOS	of the Joint VI	Sentanuc Entunë	12-7-2022
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY O		DATE
me and were identified by me through competent evi 8-13-SC). Affiants exhibited to me his/her	C () 7 2022 y of at QUEZE dence of identity as defined in the	COMPANY NAME  N Philippines. A  2004 Rules on No	Affiant personally known to
Doc. No. Of Page No. 20 Page No. 20 Page No. 20 Page Society of 20 Page No. 20		Until Decem	S. CALMA, JR Fublic ber 31, 2023 (2022-2023)

\*\*\*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)