



Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government



PO Number **2211165**

Purchase Order Date: **DEC 21 2022**

Procuring Unit : OFFICE OF THE CITY MAYOR - POPS PLAN (BCRD)	Project Number : OCM(POPS)-22-SOP-1065
Company Name : ORAL EDUCATIONAL DISTRIBUTOR	Mode of Procurement : Public Bidding
Address : 37 Gandhi St., Filinvest 2, Batasan Hills, Quezon City	Resolution No. : 22-PB-472
Business Type : Sole Proprietorship Registration #2020601	TIN Number : 182-461-619-000
	Contact Number : 09213812912

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 :** Fifteen (15) Calendar Days
Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	BATON is 60% Cut-Protected solid polymer of isoprene non-Lethal, yielding rubber, 20% Polymerized Ebony (infused and 20% Steel (Imported Reinforcement). A rubber coated tubular alloy steel consisting of a long end a short end with perpendicular appendage handle equipped with rotary type mechanism. Dimension: Shaft •Length: 23 inches •Thickness: 3.2 cm Rotary Handle: •Length: 5 inches •Thickness: 2.54 cm Weight: 700 grams Materials •Baton's main frame is made of rubber coated tubular alloy steel. •The handle is equipped with rotary mechanism. •Baton's shot end and entire rotary handle is equipped with a ring grip Accessories •Equipped with an ambidextrous side strapper •comprehensive illustrated training manual. •(with Free Actual Skills Training) ***** Nothing Follows *****	Piece	909	2,200.00	1,999,800.00

Total Amount : 1,999,800.00

Total Amount in Words (Pesos): One Million Nine Hundred Ninety-Nine Thousand Eight Hundred Pesos Only

 MA. JOSEFINA G. BELMONTE City Mayor	 02983268	 DAVIS N. RASTAYON / 12-22-22 Signature Over Printed Name of Supplier / Date
---	---------------------	---

Funds Available: RUBY G. MANANGU City Accountant	OBR : <i>no. 2212-12-15126</i> Approved Budget for the Contract : 1,999,800.00
--	---

89R

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 22 2022 and to expire on -

JAN 06 2023

CONFORME:

DAVIS N. PAGAYO

SIGNATURE OVER PRINTED NAME

OPERATIONS MANAGER

IN THE CAPACITY OF

12-22-22

DATE

Duly authorized to sign this Purchase Order for and on behalf of OPAL EDUCATIONAL DISTRIBUTOR
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)

[Handwritten mark]