				<b>.</b>	ſ			
Constant of the second	Republic of the Philippines <b>PROCUREMENT DEPARTMENT</b> Quezon City Government	QUEZON CITY Greet Green Growing	Purchas			303070		
PILIPI	ing Unit : ROSARIO MACLANG BAUTISTA	Great.Green.Growing.		Project Nu	4	H-23-FFRSE-		
Comp	any Name : YENS OFFICE AND SCHOOL SUP		Mode of Procureme	0250B :Public	юв blic Bidding			
Address :#23 Moses St., Metrogate Complex, Brgy. Pandayan, C Meycauayan, Bulacan			y of	Resolution	No. :23-PE	:23-PB-143 :482-778-072-000		
Busine	ess Type : Sole Proprietorship Registration		Contact N	umber :09176	:09176530731			
Sir/M	adam: Please furnish this office the following ar	ticles subject t	o the terms	and conc	litions contair	ned here:		
	of Delivery : CGSD Central Warehouse	Delive	ry Schedule	; Ninety (90	) Calendar Days			
Paym Stock No.	ent Term : Credit Item		Unit of Issue	QTY	Unit Cost	Amount		
	IRE EXTINGUISHER REFILL – 10LBS Dry chemical for ABC class of fire, stored pressure type, n conductor, non-toxic, non-corrosive, 4.5kg (10lbs)	non-electrical	pc	78	525.00	40,950.00		
2	FIRE EXTINGUISHER REFILL, PURE HCFC 123- 10LBS Chemical Content: Dichlorodifluoromethane Expellant used: Nitrogen (N2), Capacity: 10lbs, for all type	e of ABC fire	pc	15	4,875.00	73,125.00		
	****** Nothing Follows *****							
			1/	22	5 904			
			Tota	Amount :	1 <u>77</u>	114,075.00		
	nount In Words (Pesos): One Hundred Fourteen Thou	usand Seventy-Five		A				
MA. JOSEFINA G. BELMONTE City Mayor			KATHLEEN M. OLORID / G-2- 3033 Signature Over Printed Name of Supplier / Date OBR : M. J.M. OJ - 02707					
	RUBY G. MANANGU A City Accountant	02983739 Approved Budg	et for the C			- 0-2754		
Page 1 of 1			J.					

## 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.
- 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 Proceed</i> , to	take effect	ake effect on UZJUN			2023 and to expire on -			
CONFORME:								
KATHLEEN M. OLORID	OWNER				6/02/2023			
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY OF				DATE			
Duly authorized to sign this Purchase Order for and on behalf of	YENS	OFFICE	AND	SCHOOL	SUPPLIES	TRADING		
1 N. A	COMPANY NAME							
SUBSCRIBED AND SWORN to before me this day of me and were identified by me through competent evidence of ic 8-13-SC). Affiants exhibited to me his/her with No	dentity as d	defined in the	2004 Ru	les on Notari	al Practice (A.M	1. No. 02-		
Doc. No								
Page No.								
Book No								
Series of								