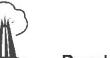




Republic of the Philippines PROCUREMENT DEPARTMENT

DEPARTMENT

Quezon City Government



2303089

Purchase Order Date:

2 3 MAY 2023

Procuring Unit

: CLIMATE CHANGE AND ENVIRONMENTAL SUSTAINABILITY Project Number

:CLIMATE-23-CG-0319

Company Name

Mode of

:Public Bidding

; DIADEMA CONSTRUCTION AND ENTERPRISES INC.

Procurement

Address

: 40 Matulungin St. Belevue Homes Central, Quezon City

Resolution No.

:23-PB-152

Business Type

: Corporation Registration #CS202009314

TIN Number

Contact Number :09158367712

:010-540-341-00000

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 | | | |
| 1 | Tarpaulin, 8ft x 5ft, full color with QC logo, made to order, 18 oz. | piece | 10 | 1,199.00 | 11,990.00 |
| 2 | Tarpaulin, 3ft x 4ft, full color with QC logo, made to order, 18 oz. | piece | 142 | 400.00 | 56,800.00 |
| 3 | Tarpaulin, 5ft x 2ft, full color with QC logo, made to order, 18 oz. | piece | 10 | 400.00 | 4,000.00 |
| | Tarpaulin stand, Aluminum Roll up Banner Stand (2.75ft x 6.5ft) Retractable, Roll-up/ Pull-up Banner Stand | piece | 10 | 1,000.00 | 10,000.00 |
| | Souvenir - Reusable bag, H-14 x L-16 x W-5 inches, Horizontal Tote Canvas bag with multi-color print | piece | 5,000 | 199.50 | 997,500.00 |
| | Souvenir - Reusable basket bayong, 16 liters basket bayong soft handle, size: 40x18x47cm | piece | 1,000 | 165.00 | 165,000.00 |
| | Souvenir - Thermal Tumbler with Screw Lid, 20oz. (600ml) stainless steel, insulated with printed design, color: white | piece | 1,500 | 518,50 | 777,750.00 |
| | Souvenir - Metal Cutlery Set, spoon, fork, chopsticks, 3 reusable straws Material: stainless steel Straw - (1) 8x200mm straight, (1) 8x200mm bent, (1) 14x200mm straight Straw brush - applicable to all straw types, made of stainless steel and nylon, size 20cm Canvas pouch - size: 25x7.5cm, off-white with printed design | set | 500 | 150,00 | 75,000,00 |
| | Souvenir - Wheat Straw Lunch Box, 750 ml. Material: PP+AS Color: cream or off-white with sticker design not easily peel off with multiple washes Size: 18.5cmx8.3cmx8.5cm Product heat resistance: -20°C -140°C Uses: suitable for school lunch, picnic, camping, travel, vegetable and fruit classification, high temperature resistance, refrigerator refrigeration, microwave heating can be used | piece | 500 | 180.00 | 90,000.00 |
| | Leaflet/Flyers - A4 or below (Trifold, A4 size, 110 gsm., with picture, full of color separation with QC and Office logo made to order) | piece | 5,000 | 20.00 | 100,000.00 |
| | ****** Nothing Follows ****** | | | | |

Total Amount:

2,288,040.00

Total Amount In Words (Pesos): Two Million Two Hundred Eighty-Eight Thousand Forty Pesos Only

MA. JOSEFINA G. BELMONTE City Mayor

Funds Available:

RUBY G. MANANGU City Accountant

Signature Over Printed Name of Supplier / Date

OBR: 100 - 2023 - 04 - 0 3029

Approved Budget for the Contract: 2,291,300.00

Page 1 of 1

TERMS AND CONDITIONS

- ALL PRICES INDICATED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF RECEIPT.
- 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 _______ and to expire on _______ and to expire on _______.

| 15. This contract shall also serve as Notice to | Proceed, to take effect on | and to expire on - |
|---|---|--|
| CONFORME: | | |
| ANNALYNN DEELYMANUELA | AUTHORIZED REPRESENTATIVE | \$505, 10 BUNT |
| SIGNATURE OVER PRINTED NAME | IN THE CAPACITY OF | DATE |
| Duly authorized to sign this Purchase Order for and | on behalf of DIA DEMA CONSTRUCTION AND E | |
| SUBSCRIBED AND SWORN to before me this of me and were identified by me through competent of the state of | day of, at, Philippines evidence of identity as defined in the 2004 Rules on N | . Affiant personally known to otarial 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)