Republic of the Philippines
PROCUREMENT DEPARTMENT
Quezon City Government

QUEZON CITY
Great.Green.Growing.

PO Number **2305075**

Purchase Order

Date: 07 JUN 2023

Procuring Unit	: OFFICE OF THE CITY MAYOR	Project Number	: OCM-23-HCS-0743
Company Name	: STUDIO DRAGON NON-SPECIALIZED WHOLESALE TRADING JOINT VENTURE WITH ANEMONE GENERAL MERCHANDISE	Mode of Procurement	: Public Bidding
Address	: 40 Masaya St. Old Capitol Site, Quezon City	Resolution No.	: 23-PB-282
		TIN Number	: 430-654-961-001 / 274-800-669-000
Business Type	: Sole Proprietorship Registration #2289314 / #05879727	Contact Number	: 09569751124

Sir/Madam:
Please furnish this office the following articles subject to the terms and conditions contained here:

Place of Delivery : Upon end-user's instruction subject to proper coordination with CGSD
Delivery Schedule : Thirty (30) Calendar Days
Payment Term : Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	KNAPSACK SPRAYER, 16 liters capacity	Piece	200	2,850.00	570,000.00
2	HAND SHOVEL, full metal type, heavy duty quality	Piece	10,000	165.00	1,650,000.00
3	SEEDLING TRAY, 104 holes, reusable, durable, thick, 200 pieces/box, color black	Box	50	15,000.00	750,000.00
4	SEEDLING TRAY, 128 holes, reusable, durable, thick, 200 pieces/box, color black	Box	50	15,000.00	750,000.00
5	DRUM, big blue plastic drum, 1,000 liters	Piece	100	22,750.00	2,275,000.00
6	RESEALABLE POUCH, for seeds, 7cm x 13cm, color: silver	Piece	50,000	2.98	149,000.00
7	PLASTIC, clear, 10 inches x 14 inches	Piece	50,000	7.87	393,500.00
8	PLASTIC POTS, black, small, 6cm x 10cm	Piece	10,000	2.00	20,000.00
9	PLASTIC POTS, black, medium, 8cm x 11cm	Piece	10,000	4.00	40,000.00
10	PLASTIC POTS, black, large, 10cm x 12cm	Piece	10,000	6.00	60,000.00
	****** Nothing Follows ******				

Total Amount : 6,657,500.00

Total Amount In Words (Pesos): Six Million Six Hundred Fifty-Seven Thousand Five Hundred Pesos Only

MA. JOSEFINA G. BELMONTE
City Mayor

Jeffren Pe Ceon 6/13/23
Signature Over Printed Name of Supplier / Date

Funds Available:

RUBY G. MANANGU
City Accountant

PILIPINAS 02983888

OBR : 100-2023-05-004729

Approved Budget for the Contract: 6,658,500.00

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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. 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 13 JUN 2023 and to expire on - 13 JUL 2023.

CONFORME:

Jeffrey De Leon	Authorized Representative	6/13/23
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY OF	DATE

Duly authorized to sign this Purchase Order for and on behalf of Stud Dragon Non-Specialized Wholesale Trading
COMPANY NAME

SUBSCRIBED AND SWORN to before me this ___ day of JUN 13 2023 at QUEZON CITY 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 Driverse License with his/her photograph and signature appearing thereon with No. 016-0029159Y 9-16-23.

ATTY. ELISEO S. CALMA, JR.
Quezon City Notary Public
Until Dec. 31, 2023
Roll No. 40183
PTR No. 400[illegible] 01/03/2023, Q.C.
IBP No. [illegible] 01/01/2023
MCLE Comp. No. [illegible] Until April 14, 2025
Adm Matter No. NP-067 (2022-2023)

Doc. No. 504
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Book No. XI
Series of 2023

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