

Republic of the Philippines PROCUREMENT DEPARTMENT

Quezon City Government



2307019

Purchase Order Date:

JUL 3 1 2023

Procuring Unit

: CITY TREASURER'S OFFICE

:CTO-23-BEVERAGES-1048

Company Name

: PHILIPPINE VENDING CORPORATION

Mode of

:53.9

Procurement

Project Number

Address

: 54 E. Rodriguez Jr. Ave., Bagong Ilog, Pasig City

Resolution No.

:23-A-161

TIN Number :200-247-161-000

Business Type

: Corporation Registration #A199703763

Contact Number :0917-6306002

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

Delivery Schedule : Upon Issuance of Notice to Proceed Until

coordination with CGSD

December 31, 2023 or Until The Allocated Budget

Payment Term:

Credit

Has Been Consumed, Whichever Comes First

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	3-in-1 Original	Cup -	23,400	14.00	327,600.00
2	3-in-1 Creamy	Cup	22,400	14.00	313,600.00
3	Black Sweetened	Cup	22,000	14.00	308,000.00
4	Hot Chocolate/Milo	Cup	660	18.00	11,880.00
5	Cappuccino -	Cup	680	18.00	12,240.00
6	Brewed Uptown Mocha	Cup	702	20.00	14,040.00
7	Café Latte	Cup	680	15.00	10,200.00
	The Operator shall provide three (3) units of vending machines, free of charge, to be installed within the client's premises (cups included). The Operator is engaged in the business of selling, operating and managing vending machines. The Operator shall be responsible for the operation, management, maintenance and replenishment of the said vending machines. The client shall provide a clean, suitable and hygienic location where the vending machines shall be installed. One (1) unit Vending Machine for emergency back-up (free of charge). Terms of payment: Monthly basis upon receipt of billing statement.				
 		Total A	mount:		007 5/0 00

Total Amount:

997,560.00

Total Amount In Words (Pesos): Nine Hundred Ninety-Seven Thousand Five Hundred Sixty Pesos Only

MA. JOSEFINA City Mayor

2120N Signature Over Printed Name of Supplier / Date

OBR: 10.203.81.6707

Funds Available:

RUBY G. MANANGU City Accountant

Approved Budget for the Contract: 999,600.00

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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 o	f the Civil Code of the Philippines on Sales are hereby i	ncorporated and made as an
Integral part hereof.	AUG D 1 2023	
15. This contract shall also serve as Notice to DEC 3 1 2023	o Proceed, to take effect on	and to expire on -
CONFORME:		
ZARNENY PA \$120W	ACCOULD MANAGEMENT - LEAD	AUG- 1, 2023
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY OF	DATE
	d on behalf of PHILIPPINE VEUDING COMPANY NAME	-
	day of, at, Philippines t evidence of identity as defined in the 2004 Rules on N with his/her photograph and	
with No		
Doc. No		
Page No		
Book No		
Series of	to Phn? 5	on non no and above only)
***This Purchase Order shall be deemed invalid	without Notary Seal (for project amounting to Php2,5	00,000.00