

## Republic of the Philippines PROCUREMENT DEPARTMENT

Quezon City Government



PO Number

2310063

Purchase Order Date:

OCT 2 5 2023

Procuring Unit

: DEPARTMENT OF ENGINEERING >

**Project Number** 

:ENGINEERING-23-

Company Name

: GREEN SPOT DEVELOPMENT, INC.

Mode of

:Public Bidding

CMS2-1438

Procurement

Address

Resolution No.

:23-PB-717

; Sitio 13 Rolling Hills Litex Road, Bagong Silangan, Quezon City -

**TIN Number** 

Contact Number

:215-783-801-000

**Business Type** 

: Corporation Registration #AS09400010731

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 Upon Request by the End-user until December

:687-3313

31, 2023

Payment Term:

Credit

Stock No.	Item	Unit of Issue	QTY	Unit Cost	Amount
	ASPHALT PATCHING (FD)				
1 -	BITUMINOUS TACK COAT	m.t /	31.60	71,750.00	2,267,300.00
2 -	BITUMINOUS CONCRETE SURFACE COURSE	m.t /	3,160.00	11,800.00	37,288,000.00
	***with attached Terms of Reference (TOR) which will form an integral part of this Purchase Order***				
	****** Nothing Follows ******				1
		7			

**Total Amount:** 

39,555,300.00

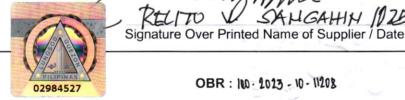
Total Amount In Words (Pesos):

Thirty Nine Million Five Hundred Fifty-Five Thousand Three Hundred Pesos Only

MA. JOSEFINA G. BELMONTE City Mayor

**Funds Available:** 

RUBY G. MANANGU City Accountant



OBR: 100 2023 - 10 - 11208

Approved Budget for the Contract: 39,895,000.00

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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.

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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 <i>Quezon City Government</i> .
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 <i>Quezon City Government</i> 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.
CONFO	This contract shall also serve as Notice to Proceed, to take effect on OCT 2 5 2023  and to expire on -  DEC 3 1 2023  RME:  RME:  Proj. IN Charge Marager 102523  IGNATURE OVER PRINTED NAME  IN THE CAPACITY OF  DATE
Duly aut	thorized to sign this Purchase Order for and on behalf of COMPANY NAME  COMPANY NAME
me and 8-13-SC with No	11-41 Pag 21 2023

Roll No. 50183

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