## **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within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance, withdrawn from that AWARDEE.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 <b>Notice to Pr</b>	roceed, to take effect onMAR 1 4 2024	and to expire on -
CONFORME: Italy VENUS J. PERRY	PROPRIETOR	3-14-2024
SIGNATURE OVER PRINTED NAME	IN THE CAPACITY OF	DATE
Duly authorized to sign this Purchase Order for and on 14 N SUBSCRIBED AND SWORN to before me this day me and were identified by me through competent evices.13-SC). Affiants exhibited to me his/her _POSTAL N with No. 535190390698 WATL Jan 30,202	COMPANY NA Of atQUEZON CITY dence of identity as defined in the 2004 Rules of with his/her photograph at	nes. Affiant personally known to n Notarial Practice (A.M. No. 02- and signature appearing thereon F. VALMORES
Doc. No. 321 Page No. 66 Book No. 1× Series of 1004	Notary Public for 0 Adm, Matter No. 153 un PTR No. 5091994D/01 BP No. 329024/12-15-2023	til Dec 31, 20 <b>24</b> -02 <b>-</b> 2024/Q.C. /Q.C./Roll No. 284 <b>3</b> 5

MCLE No. VII-0030835/09-08-2023



## Republic of the Philippines PROCUREMENT DEPARTMENT Quezon City Government



PO Number

2402010

Purchase Order Date: MAR 0 8 2024

Procuring Unit : BUSINESS PERMITS AND LICENSING DEPARTMENT

Project Number

:BPLD-24-PS2-0145

Company Name

: MS. V ENTERPRISES

Mode of

:Public Bidding

Procurement

Address

; No. 6 Bayo Condo Scout Bayoran Corner Sct. Tuazon,

Resolution No.

:24-PB-112

Quezon City

TIN Number

:136-386-905-000

Business Type

: Sole Proprietorship Registration #4918293

Contact Number

:0917-819-5910

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 No.	Item	Unit of Issue	QTY	Unit Cost	Amount
1	MAGAZINE FUTURE READY BOOK (Trailblazing Digital Innovation in Quezon City) size: 8.5" x 11", Pages: 56 pages, Cover: C2S#120 on PB#30 FC/0, Inside: CS2#120-FC/FC, (20pp different designs), Inside Book#70-1C /1C (6pp different designs), Inside: Book#70-2C/2C (88pp continuous design), color: cover-full color with UV lamination on front and inside, Pages: full color back to back, binding: saddle stitch	Сору	55,000	69.95	3,847,250.0

Total Amount:

3,847,250.00

Three Million Eight Hundred Forty-Seven Thousand Two Hundred Fifty Pesos and 00/100 Only Total Amount In Words (Pesos):

MA. JOSEFINA G. BELMONTE

City Mayor

Signature Over Printed Name of Supplier / Date

Funds Available:

City Accountant

OBR:

100- 2024-02-1355

Approved Budget for the Contract: 3,850,000.00

02985057