





TERMS AND CONDITIONS  
(PURCHASE ORDER)

1. ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF QUOTATION.

2. AWARDEE shall be responsible for the source(s) of his supplies/materials/equipment and shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order (PO). Failure by the AWARDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the Next Lowest Responsive Proposal, as determined by the DBM Bids and Awards Committee and approved by the Secretary of Budget and Management or his duly authorized representative.

3. The Goods shall only be delivered by the Supplier at the Property Section, General Services Division of the Procuring entity's Administrative Service located at Ground Floor, DBM Bldg. III, Gen. Solano St., San Miguel, Manila, not later than 10:00 am up to 3:00 pm on the date of delivery as indicated in PO.

Moreover, the delivery schedule as indicated in the PO may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.

4. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but failed to deliver the required product(s) within the time called for in the same order, he shall be extended a maximum period of fifteen (15) calendar days to make good his delivery. Thereafter if AWARDEE has not completed delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE, without prejudice to the imposition of liquidated damages. The DBM 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 his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under R.A. 9184 and its IRR.

5. The Goods delivered are accepted by the Procuring Entity as to quantity only. However, inspection as to the Goods' compliance with the technical specifications, and its order and condition, will be done in the presence of the representatives of both Supplier and Procuring Entity within three (3) working days from the date of delivery upon prior due notice, written or verbal, to the authorize representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the results of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.

6. Rejected deliveries shall be construed as non-delivery of product(s) /item(s) so ordered and shall be, if applicable, subject to liquidated damages and to the terms and conditions prescribed under item 4 hereof.

7. Supplier shall guarantee the deliveries to be free from defects. Any defective item(s)/product(s) that may be discovered by the DBM within seven (7) working days after acceptance of the same shall be replaced by the supplier within seven (7) working days or until stocks are available upon receipt of a written notice. Beyond the said time frame, defective units will be picked up by the supplier for assessment.

8. A penalty of one-tenth of one percent (0.001) of the cost of the unperformed portion for everyday of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind the contract, without prejudice to other courses of action and remedies open to it. The Procuring Entity may also rescind the contract and impose 10% of the amount of the contract as liquidated damages, upon non-performance by the Supplier of any of its obligations under the contract

The imposition of liquidated damages in all instances shall be automatic, except upon prior request for extension and approval thereof by the Procuring Entity before the scheduled delivery date. Any request for extension not acted upon before delivery date shall be considered denied.

9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.

10. The technical specifications, bid proposal and other documents required from the AWARDEE shall form part of this Purchase Order.



11. The Head of the Agency reserves the right to reject any and all Bids, declare a failure of bidding, or not award the contract as prescribed under Section 41 of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003.

12. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.

13. In compliance with Section 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020, the DBM shall publish in its official website and social media platform the following post-award information:

- a.) Project name;
- b.) Approved budget for the contract;
- c.) Contract period;
- d.) Name of the winning bidder and its official business address;
- e.) Amount of contract awarded;
- f.) Date of award and acceptance; and
- g.) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

Accepted By:

★  
LUNID BARBA  
AWARDEE

DEC 22 2021

REPUBLIC OF THE PHILIPPINES)  
CITY OF MANILA ) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared \_\_\_\_\_ known to me to be the same person who accepted the foregoing Terms and Conditions of a Purchase Order and who acknowledged to me that the same is his free and voluntary act and deed and of the entity that he represents.

This Instrument refers to a \_\_\_\_\_ consisting of \_\_\_\_\_ (\_\_\_\_) pages including this page and its Annexes, signed by the parties and their material witnesses.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Doc No \_\_\_\_\_:

Page No \_\_\_\_\_:

Book No \_\_\_\_\_:

Series of 2021.





REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

**NOTICE TO PROCEED**

DEC 22 2021

Mr. Luisito L. Balboa  
Markpower Enterprises  
1646 Jose Abad Santos Street  
Tondo, Manila

Dear Mr. Balboa:

Per attached Purchase Order No. 2021-077, we hereby notify you that your office may proceed with the delivery of the Project, *"Supply and Delivery of Tire and Batteries for Various Motor Vehicles"*, upon receipt and acceptance of this Notice.

In this regard, your Office shall coordinate with our Administrative Service - General Service Division to ensure compliance with the item/service specification, and the terms stated at the back of the Purchase Order.

Thank you and God Bless.

Very truly yours,

Digitally signed by Andrea  
Celene M. Magtaias

**ANDREA CELENE M. MAGTALAS**  
Director IV, Administrative Service

Digitally  
signed by  
Aaron  
Alberto A.  
Escalona

Conforme:

LUISITO BALBOA

Authorized Representative,  
Markpower Enterprises

Date: DEC 22 2021





REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

DEC 21 2021

**NOTICE OF AWARD**

Mr. Luisito L. Balboa  
Markpower Enterprises  
1646 Jose Abad Santos Street  
Tondo, Manila

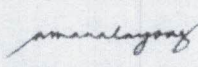
Dear Mr. Balboa:

We are pleased to inform you that the Project, *"Supply and Delivery of Tire and Batteries for Various Motor Vehicles,"* is hereby awarded to your company in the amount of Thirty Five Thousand Pesos (P 35,000.00).


Based on the evaluation of your submitted documents, the Administrative Service finds your submission as the lowest calculated and responsive quotation for the said project.

Thank you and God Bless.

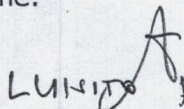
Very truly yours,

 Digitally signed by  
Andrea Celene M.  
Magtalas

**ANDREA CELENE M. MAGTALAS**  
Director IV, Administrative Service

 Digitally  
signed by  
Aaron  
Alberto A.  
Escalona

Conforme:

  
LUIBITO BALBOA

Authorized Representative,  
Markpower Enterprises

Date: DEC 22 2021