



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

NOTICE OF AWARD

JUN 23 2021

MS. ANDREA MAE G. PEREZ

Legal Materials Advisor
Rex Book Store, Inc.
84-P. Florentino St.
Sta. Mesa Heights, Quezon City

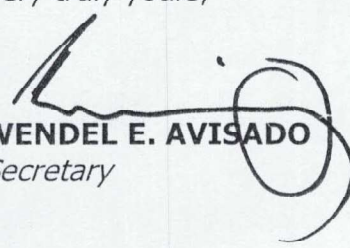
Dear **Ms. Perez:**

We are pleased to inform you that the contract for the Project, "Supply and Delivery of Law Books and other Legal Reference Materials," is hereby awarded to Rex Book Store, Inc. in the amount of P28,784.05.

In this regard, you are hereby required to post a warranty security in the amount and form stated in Section 62 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act) upon acceptance by the Procuring Entity of the delivered goods.

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary



Received By: *Andrea Mae G. Perez*
ANDREA MAE G. PEREZ
6/25/21



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

NOTICE TO PROCEED

JUN 23 2021

MS. ANDREA MAE G. PEREZ

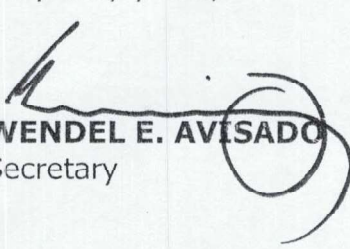
Legal Materials Advisor
Rex Book Store, Inc.
84-P. Florentino St.
Sta. Mesa Heights, Quezon City

Dear **Ms. Perez:**

This is to inform your company that performance of the obligations specified in the attached Purchase Order for the Project, "Supply and Delivery of Law Books and other Legal Reference Materials," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary



I acknowledge receipt and acceptance of this Notice on June 25, 2021.

Name of Authorized Representative: ANDREA MAE G. PEREZ

Signature: Andrea Mae Perez



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

PURCHASE ORDER NO. 2021-037

Supplier: Rex Book Store, Inc.	Mode of Procurement: Direct Contracting
Address: 84-P. Florentino St. Sta. Mesa Heights, Quezon City	
TIN: 000-085-452-001	
Gentlemen: Please deliver the article(s) product(s)/supplies/materials listed below priced in accordance with your Price Quotation/Proposal, subject to the Terms and Conditions enumerated at the back hereof.	
Place of Delivery: DBM Central Office	Payment Term: Payment shall be made promptly, but in no case later than sixty (60) days, through Land Bank's LDDAP-ADA/Bank Transfer facility after submission of billing statement/invoice and upon fulfillment of other obligations as stipulated in the PO/contract as well as upon inspection and acceptance of the goods by the end user.
Delivery Term: Please see attached "Annex A" : Technical Specifications	

Stock No.	Unit	Item and Description /Specification	Author	Quantity	Unit Cost	AMOUNT
		Supply and Delivery of Law Books and other Legal Reference Materials				
	book	Basic Trial Techniques – (2018 Edition)	Abad, Roberto A.; Abad-Gamo, Blessida B.	1	₱365.00	₱365.00
	book	Civil Code of the Philippines Annotated Vol. V (Special Contracts) Part I (Arts. 1458-1867) – (2021 Edition)	Paras, Edgardo	1	₱2,075.00	₱2,075.00
	book	Civil Code of the Philippines Annotated Vol. V (Special Contracts) Part II (Arts. 1868-2270) – (2021 Edition)	Paras, Edgardo	1	₱1,900.00	₱1,900.00
	book	Civil Code of the Philippines Vol. 1 (Persons and Family Relations) – (2021 Edition)	Paras, Edgardo	1	₱2,350.00	₱2,350.00
	book	Civil Code of the Philippines Vol. II (Property) – (2021 Edition)	Paras, Edgardo	1	₱2,600.00	₱2,600.00
	book	Civil Code of the Philippines Annotated Vol. III (Wills and Succession) – (2021 Edition)	Paras, Edgardo	1	₱1,875.00	₱1,875.00
	book	Civil Procedure Vol. I (The Bar Lectures Series) – (2019 Edition)	Riano, Willard B.	1	₱1,750.00	₱1,750.00
	book	Commentaries on the Revised Corporation Code – (2019 Edition)	Villanueva, Cesar I.	1	₱750.00	₱750.00
	book	Competition Law Analysis (A Comparative Approach) – (2019 Edition)	Goco, Cyrus; Alcoba, Patricia Jasmine C.	1	₱760.00	₱760.00
	book	Cyber Rights with Commentaries on Selected Philippine Cyberlaws – (2020 Edition)	Salalima, Rodolfo A.	1	₱1,020.00	₱1,020.00
	book	(The) Essentials of Local Government Law in the Philippines – (2020 Edition)	Largo, Daryl Bretch M.	1	₱1,250.00	₱1,250.00
	book	Evidence (The Bar Lecture Series) – (2019 Edition)	Riano, Willard B.	1	₱1,715.00	₱1,715.00
	book	(The) Government Auditing Code of the Philippines – (2019 Edition)	Guanzon, Ma. Rowena Amelia V.; Logroño, Princess Jazmine C.	1	₱890.00	₱890.00
	book	(The) Government Procurement Reform Act (Principles and Practices) – (2018 Edition)	Villanueva, Lawrence P.	1	₱1,270.00	₱1,270.00
	book	Handbook on the Rules on Continuous Trial in Criminal Cases, Judicial Affidavit Rule & Rules on PLEA Bargaining – (2019 Edition)	Tan, Ferdinand	1	₱805.00	₱805.00
	book	Philippine Commercial Laws Vol. III (Revised Corporation Code, The Securities Regulation Code and Related Laws) – (2020 Edition)	Peres, Hernando	1	₱1,550.00	₱1,550.00
	book	Restatement of the Law on Local Government – (2020 Edition)	Angeles, Joseph Emmanuel L.	1	₱1,400.00	₱1,400.00
	book	(The) Revised Penal Code Book I – (2021 Edition)	Reyes, Luis B.	1	₱1,950.00	₱1,950.00
	book	(The) Revised Penal Code Book II – (2021 Edition)	Reyes, Luis B.	1	₱2,285.00	₱2,285.00
	book	Rules on Modes of Discovery (Principles and Cases) – (2021 Edition)	Duano, Voltaire T.	1	₱1,150.00	₱1,150.00
	book	(A) Survey of the Amendments Introduced by Train Law (R.A. 10963) to the National Internal Revenue Code of 1997 – (2019 Edition)	Gruba, Lily K.	1	₱589.00	₱589.00
		(in accordance with the attached Annex A: Technical Specifications) * nothing follows *	Discount			-₱1,514.95

(Total Amount In Words)

Twenty Eight Thousand Seven Hundred Eighty-Four Pesos and 5/100

₱28,784.05

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed.

Conforme:

[Signature]
ANDREA MARIE G. PEREZ
Signature over Printed Name of Supplier

Date

6/15/21

Funds Availability Certified by:

JEFFREY DM. SALARPE
OIC - Accounting Division

OS No :

Amount :

Date :

021011012021-06-545
₱ 69,120 -
06/08/21

Very truly yours,

WENDEL E. AYISADO
Secretary
Authorized Official
(Representing End User)

Distribution of Copies:

- // Original copy for the Supplier's conforme
- // Agency's Central Supply and Property Section for file
- // AS-PMD File
- // COA Auditor

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. AWARDDEE 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 AWARDDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDDEE 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 AWARDDEE 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 AWARDDEE 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 AWARDDEE, 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 AWARDDEE. Refusal by the DEFAULTING AWARDDEE 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 shall 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 AWARDDEE 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 in accordance with Section 41 of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.
12. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.

Accepted By:

Andrea Mae G. Parker
ANDREA MAE G. PARKER
AWARDEE

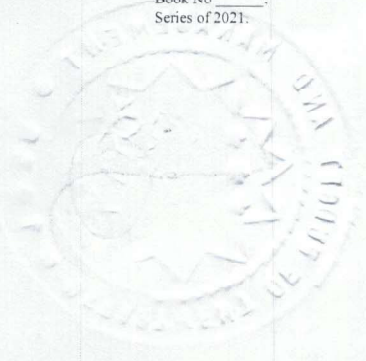
REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

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: _____



ANNEX A

TECHNICAL SPECIFICATIONS

1. PROJECT TITLE

Supply and Delivery of Law Books and other Legal Reference Materials

2. SCHEDULE OF REQUIREMENTS

Law books and other legal reference materials as specified in item No. 4 herein shall be delivered within ten (10) calendar days from receipt of the Notice to Proceed by the Supplier.

3. SPECIFICATIONS

The Supplier shall deliver brand new law books and legal reference materials in good and non-defective condition as specified below.

Item	Book Title	Author(s)	Quantity
1	Basic Trial Techniques – (2018 Edition)	Abad, Roberto A.; Abad-Gamo, Blessilda B.	1
2	Civil Code of the Philippines Annotated Vol. V (Special Contracts) Part I (Arts. 1458-1867) – (2021 Edition)	Paras, Edgardo	1
3	Civil Code of the Philippines Annotated Vol. V (Special Contracts) Part II (Arts. 1868-2270) – (2021 Edition)	Paras, Edgardo	1
4	Civil Code of the Philippines Vol. 1 (Persons and Family Relations) – (2021 Edition)	Paras, Edgardo	1
5	Civil Code of the Philippines Vol. II (Property) – (2021 Edition)	Paras, Edgardo	1
6	Civil Code of the Philippines Annotated Vol. III (Wills and Succession) – (2021 Edition)	Paras, Edgardo	1
7	Civil Procedure Vol. I (The Bar Lectures Series) – (2019 Edition)	Riano, Willard B.	1
8	Commentaries on the Revised Corporation Code – (2019 Edition)	Villanueva, Cesar I.	1
9	Competition Law Analysis (A Comparative Approach) – (2019 Edition)	Goco, Cyrus; Alcoba, Patricia Jasmine C.	1
10	Cyber Rights with Commentaries on Selected Philippine Cyberlaws – (2020 Edition)	Salalima, Rodolfo A.	1
11	(The) Essentials of Local Government Law in the Philippines – (2020 Edition)	Largo, Daryl Bretch M.	1
12	Evidence (The Bar Lecture Series) – (2019 Edition)	Riano, Willard B.	1
13	(The) Government Auditing Code of the Philippines – (2019 Edition)	Guanzon, Ma. Rowena Amelia V.; Logroño, Princess Jazmine C.	1

14	(The) Government Procurement Reform Act (Principles and Practices) – (2018 Edition)	Villanueva, Lawrence P.	1
15	Handbook on the Rules on Continuous Trial in Criminal Cases, Judicial Affidavit Rule & Rules on PLEA Bargaining – (2019 Edition)	Tan, Ferdinand	1
16	Philippine Commercial Laws Vol. III (Revised Corporation Code, The Securities Regulation Code and Related Laws) – (2020 Edition)	Peres, Hernando	1
17	Restatement of the Law on Local Government – (2020 Edition)	Angeles, Joseph Emmanuel L.	1
18	(The) Revised Penal Code Book I – (2021 Edition)	Reyes, Luis B.	1
19	(The) Revised Penal Code Book II – (2021 Edition)	Reyes, Luis B.	1
20	Rules on Modes of Discovery (Principles and Cases) – (2021 Edition)	Duano, Voltaire T.	1
21	(A) Survey of the Amendments Introduced by Train Law (R.A. 10963) to the National Internal Revenue Code of 1997 – (2019 Edition)	Gruba, Lily K.	1
Total No. of Books			21

4. PRE-TERMINATION OF CONTRACT

- 4.1. The contract for this Project may be pre-terminated by the Procuring Entity for any violation of the terms of the contract. In the case of pre-termination, the Supplier shall be informed by the Procuring Entity thirty (30) calendar days before pre-termination.
- 4.2. In the case of pre-termination, the Supplier shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual and forfeiture of the Warranty Security.



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

NOTICE OF AWARD

JUN 23 2021

MR. JOSE PAOLO M. SIBAL

President

Central Book Supply, Inc.

927 Phoenix Bldg.

Quezon Ave., Quezon City

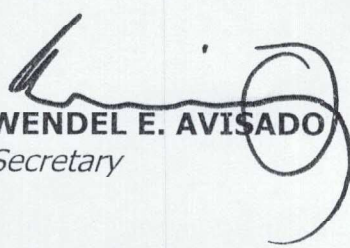
Dear **Mr. Sibal:**

We are pleased to inform you that the contract for the Project, "Supply and Delivery of Law Books and other Legal Reference Materials," is hereby awarded to Central Book Supply, Inc. in the amount of P69,120.00.

In this regard, you are hereby required to post a warranty security in the amount and form stated in Section 62 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act) upon acceptance by the Procuring Entity of the delivered goods.

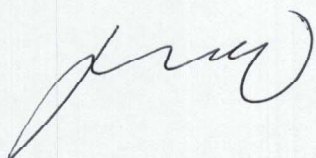
Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary



Mark Tapar 062521





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

NOTICE TO PROCEED

JUN 23 2021

MR. JOSE PAOLO M. SIBAL

President
Central Book Supply, Inc.
927 Phoenix Bldg.
Quezon Ave., Quezon City

Dear **Mr. Sibal:**

This is to inform your company that performance of the obligations specified in the attached Purchase Order for the Project, "Supply and Delivery of Law Books and other Legal Reference Materials," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (The Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,

WENDEL E. AVISADO
Secretary



I acknowledge receipt and acceptance of this Notice on 062521.

Name of Authorized Representative: Mark Tapar

Signature: [Signature]



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

PURCHASE ORDER NO. 2021-036

Supplier: Central Book Supply, Inc.	Mode of Procurement: Direct Contracting
Address: <u>927 Phoenix Bldg.</u>	
<u>Quezon Ave., Quezon City</u>	
TIN: <u>001-399-724-000</u>	

Gentlemen: Please deliver the article(s) product(s)/supplies/materials listed below priced in accordance with your Price Quotation/Proposal, subject to the Terms and Conditions enumerated at the back hereof:

Place of Delivery: DBM Central Office	Payment Term: Payment shall be made promptly, but in no case later than sixty (60) days, through Land Bank's LDDAP-ADA/Bank Transfer facility after submission of billing statement/invoice and upon fulfillment of other obligations as stipulated in the PO/contract as well as upon inspection and acceptance of the goods by the end user.
Delivery Term: Please see attached "Annex A" : Technical Specifications	

Stock No.	Unit	Item and Description /Specification	Author	Quantity	Unit Cost	AMOUNT
Supply and Delivery of Law Books and other Legal Reference Materials						
	books	Supreme Court Reports Annotated Vol.Nos. 854-897	N/A	44	P1,300.00	P57,200.00
	books	SCRA Quick Index 2017 Part 1 and Part 2 (2017 Edition)	Central Book Supply, Inc	1	P2,980.00	P2,980.00
	books	Civil Law Reviewer Vol.1 - (2020 Edition)	Albano, Ed Vincent S. (†); Albano, Ed Vincent S., III; Albano, Ed Vincent S., Jr. (†); Albano-Pua, Myla Khristabelle	1	P980.00	P980.00
	books	Civil Law Reviewer Vol.2 - (2020 Edition)	Albano, Ed Vincent S. (†); Albano, Ed Vincent S., III; Albano, Ed Vincent S., Jr. (†); Albano-Pua, Myla Khristabelle	1	P1,460.00	P1,460.00
	books	Legal Research 3rd Edition – (2020 Edition)	Aquino, David Robert	1	P1,280.00	P1,280.00
	books	Remedial Law Reviewer Vol 1 - (2020 Edition)	Albano, Ed Vincent S. (†); Albano, Ed Vincent S., III; Albano, Ed Vincent S., Jr. (†); Albano-Pua, Myla Khristabelle	1	P1,680.00	P1,680.00
	books	Remedial Law Reviewer Vol-2 - (2020 Edition)	Albano, Ed Vincent S. (†); Albano, Ed Vincent S., III; Albano, Ed Vincent S., Jr. (†); Albano-Pua, Myla Khristabelle	1	P1,680.00	P1,680.00
	books	Remedial Laws of the Philippines (Lawyer's Edition) – (2020 Edition)	Central Book Supply, Inc	1	P1,860.00	P1,860.00
		<i>(in accordance with the attached Annex A: Technical Specifications)</i>				
		<i>* nothing follows *</i>				

(Total Amount In Words)

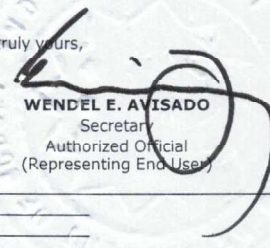
Sixty Nine Thousand One Hundred Twenty Pesos

P69,120.00

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposable.

Conforme: 
Signature over Printed Name of Supplier
Date: 06/25/21

Very truly yours,


WENDEL E. AVISADO
Secretary
Authorized Official
(Representing End User)

Funds Availability Certified by:

JEFFREY M. GALARPE
OIC - Accounting Division

OS No : 021011012621-06-895
Amount : P 69,120.00
Date : 06/08/21

Distribution of Copies:
// Original copy for the Supplier's Conforme
// Agency's Central Supply and Property Section for file
// AS-PMD File
// COA Auditor

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. AWARDDEE 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 AWARDDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDDEE 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 AWARDDEE 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 AWARDDEE 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 AWARDDEE, 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 AWARDDEE. Refusal by the DEFAULTING AWARDDEE 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 shall 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 AWARDDEE 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 in accordance with Section 41 of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.
 12. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.

Accepted By


AWARDEE

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.

TECHNICAL SPECIFICATIONS

1. PROJECT TITLE

Supply and Delivery of Law Books and other Legal Reference Materials

2. SCHEDULE OF REQUIREMENTS

Law books and other legal reference materials as specified in item No. 4 herein shall be delivered within ten (10) calendar days from receipt of the Notice to Proceed by the Supplier.

3. SPECIFICATIONS

The Supplier shall deliver brand new law books and legal reference materials in good and non-defective condition as specified below.

Item	Book Title	Author(s)	Quantity
1	Supreme Court Reports Annotated Vol.Nos. 854-897	N/A	44
2	SCRA Quick Index 2017 Part 1 (2017 Edition)	Central Book Supply, Inc	1
3	SCRA Quick Index 2017 Part 2 (2017 Edition)	Central Book Supply, Inc	1
4	Civil Law Reviewer Vol.1 - (2020 Edition)	Albano, Ed Vincent S. (†); Albano, Ed Vincent S., III; Albano, Ed Vincent S., Jr. (†); Albano-Pua, Myla Khristabelle	1
5	Civil Law Reviewer Vol.2 - (2020 Edition)	Albano, Ed Vincent S. (†); Albano, Ed Vincent S., III; Albano, Ed Vincent S., Jr. (†); Albano-Pua, Myla Khristabelle	1
6	Legal Research 3rd Edition – (2020 Edition)	Aquino, David Robert	1
7	Remedial Law Reviewer Vol 1 - (2020 Edition)	Albano, Ed Vincent S. (†); Albano, Ed Vincent S., III; Albano, Ed Vincent S., Jr. (†); Albano-Pua, Myla Khristabelle	1
8	Remedial Law Reviewer Vol 2 - (2020 Edition)	Albano, Ed Vincent S. (†); Albano, Ed Vincent S., III; Albano, Ed Vincent S., Jr. (†); Albano-Pua, Myla Khristabelle	1
9	Remedial Laws of the Philippines (Lawyer's Edition) – (2020 Edition)	Central Book Supply, Inc	1
Total No. of Books:			52

4. **PRE-TERMINATION OF CONTRACT**

- 4.1. The contract for this Project may be pre-terminated by the Procuring Entity for any violation of the terms of the contract. In the case of pre-termination, the Supplier shall be informed by the Procuring Entity thirty (30) calendar days before pre-termination.
- 4.2. In the case of pre-termination, the Supplier shall be liable to additional liquidated damage equivalent to one percent (1%) of the contract price as provided by the Government Accounting Manual and forfeiture of the Warranty Security.