

TERMS AND CONDITION S
(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within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE, without prejudice to the imposition of liquidated damages.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:


Eduardo G. Manginsay, Jr.
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.



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

NOTICE TO PROCEED

Mr. Eduardo G. Manginsay, Jr.
EGMJ Trading
Office 2/F Unit J Isles Building
Congressional Village, Congressional Road
Bagumbong, Caloocan City

Dear Mr. Manginsay:

Per attached Purchase Order No. 2021-069, we hereby notify you that your office may proceed with the delivery of the Project, *"Supply and Delivery of Parts for Various Motor Vehicles IV"*, 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,


ANDREA CELENE M. MAGTALAS

Director IV, Administrative Service *MA*

Conforme:


Eduardo G. Manginsay, Jr.
Authorized Representative,
EGMJ Trading

Date: Oct. 27, 2021



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

NOTICE OF AWARD

Mr. Eduardo G. Manginsay, Jr.
EGMJ Trading
Office 2/F Unit J Isles Building
Congressional Village, Congressional Road
Bagumbong, Caloocan City

Dear Mr. Manginsay:

We are pleased to inform you that the Project, *"Supply and Delivery of Parts for Various Motor Vehicles IV,"* is hereby awarded to your company in the amount of Twenty Three Thousand Three Hundred Thirty Pesos (P 23,330.00).

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,


ANDREA CELENE M. MAGTALAS

Director IV, Administrative Service 

Conforme:


Eduardo G. Manginsay, Jr.
Authorized Representative,
EGMJ Trading

Date:

Oct. 27, 2021