



PURCHASE ORDER

Supplier : **BUSINESS MACHINES CORPORATION** P.O. No. : **2023-AdmS2(006)-BV-NPSVP022-P009**
 Address : **Carson Building, 1888 Orense St., Guadalupe Nuevo, Makati City** Date : _____
 Email Address : **govsales@bismac.com.ph** Mode of Procurement : **NP-SVP**
 Telephone Nos. : **(02) 8882-3355 Loc. 144/ 09175786636** End-User : **Administrative Service-Asset Management Division (AS-AMD)**
 TIN : **000-302-9827-000**

Gentlemen:
Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery : **DepEd Complex, Meralco Avenue, Pasig City** Delivery Term : **Within 15 calendar days from the date of receipt of NTP or the date indicated therein**
 Date of Delivery : **Within 15 calendar days to commence within five (5) calendar days from the date of receipt of NTP** Payment Term : **(see Terms and Conditions)**

Project Title: **Procurement of Label Stickers for Printers**

Item	Description	UOM	Quantity	Unit Price	TOTAL PRICE (IN PHP)
1	Brother TZe-751	Cassettes	100	800.00	PHP 80,000.00
2	Brother TZe-261	Cassettes	195	1110.00	PHP 216,450.00
3	Brother TZe-251	Cassettes	105	800.00	PHP 84,000.00
4	Brother TZe-661	Cassettes	50	1110.00	PHP 55,500.00
TOTAL					PhP435,950.00

(Total Amount in Words) **FOUR HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED FIFTY AND 00/100 PESOS ONLY**

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%) of the cost of the unperformed portion for every day of delay shall be imposed.

Very truly yours,
[Signature]
GLORIA SUMAMIL MERCADO
Undersecretary for Human Resource and Organizational Development

Conforme: *[Signature]*
Mylene PALANAN
Signature Over Printed Name of Supplier
Date: **10/10/2023**

Funds Available: **₱435,950.-** OR No. : _____
MA. RHUNNAL CATALAN Amount : _____
[Signature]
Chief Accountant

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TERMS AND CONDITIONS

1. The Supplier shall be responsible for the source(s) of its materials/equipment, and shall make deliveries in accordance with schedule, quality, and specifications of the award or purchase order (PO). Failure by the Supplier to comply with the same shall be ground for cancellation of the award or PO issued to the Supplier, and for awarding the item(s) to the Supplier with the next lowest responsive quotation at DepEd's option.

2. The Request for Quotation (RFQ) and the Supplier's offer including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted by the Supplier as required by the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 shall be deemed to form and be read and construed as part of this PO.

3. The Supplier shall pick up the PO issued in its favor within three (3) days after receipt of notice to that effect. A fax transmission or electronic mail shall constitute an official notice to the Supplier. Thereafter, if the PO remains unclaimed, the said PO shall be cancelled.

4. Subject to the provisions of the preceding paragraph, where the Supplier had claimed the PO but failed to deliver the required goods within the delivery time provided in the PO, the Supplier shall be charged liquidated damages (LD). The amount of LD, deductible from payments due to the Supplier, shall be one tenth of one percent (0.1%) of the total price of the undelivered goods in the PO for every day of delay. Once the accumulated amount of LD reaches 10% of the amount of PO, the Procuring Entity shall rescind the PO without prejudice to other courses of actions available to DepEd under RA 9184 and its IRR, and other laws.

5. The Supplier shall be precluded from delivering substitute goods or items. Rejected deliveries shall be construed as non-delivery of goods or items so ordered and shall be subject to the imposition of LD and termination or rescission of the PO as prescribed in paragraph 4 hereof.

6. The Supplier shall deliver the goods at the DepEd Complex, Meralco Ave., Pasig City.

7. All deliveries of the Supplier shall be subject to inspection and acceptance by DepEd. All necessary tests undertaken or caused to be undertaken by DepEd on the goods shall be for the account of the Supplier.

Inspection or pre-delivery inspection (PDI), where applicable for goods to be delivered, shall be conducted by DepEd through the duly designated Inspectorate Team. The inspection or PDI shall be made upon notice to the DepEd of the readiness of the goods for inspection.

The Supplier shall coordinate with DepEd, through the Procurement Management Service-Contract Management Division (ProcMS-CMD), on the conduct of inspection or pre-delivery inspection (PDI). Any request for inspection or PDI shall be done in writing, and contain the following information:

- Project Title and PO Number;
- Specific goods for inspection;
- Quantity of goods for inspection;
- Venue/Address of inspection site; and
- Proposed schedule of inspection which must be at least 10 calendar days from the submission of the letter request.

The request for inspection or PDI shall be addressed to Procurement Management Service-Contract Management Division (ProcMS-CMD), and must be submitted through email at procms.cmd@deped.gov.ph.

8. The Supplier shall guarantee its deliveries to be free from defects and shall commit a three-month comprehensive warranty commencing from the date of issuance of the Certificate of Final Acceptance by the DepEd that the delivered goods have been duly inspected and accepted. Any defective goods or items that may be discovered by the Procuring Entity within the warranty period shall be replaced by the Supplier within seven (7) calendar days upon receipt of a written notice to that effect. Cost of replacement of defective goods or items shall be solely for the account of the Supplier.

9. As a pre-condition to payment, importation documents specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the Supplier to DepEd.

10. All duties, excise and other taxes and revenue charges, if any, shall be for the Supplier's account. All payments are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.

11. One hundred percent (100%) of the Contract Price shall be paid to the Supplier upon complete delivery and acceptance of the goods by DepEd's authorized representative. Payment shall be made to the Supplier within 60 days after the date of delivery and acceptance of the goods at the delivery site and upon submission of the following documents:

- a. cumulative quantities of goods delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract;
- b. duly signed Delivery Receipt; and
- c. duly signed Inspection and Acceptance Reports(IAR), including certification by Supplier, as duly signed by the authorized DepEd representative, that the goods have been delivered in accordance with the Contract. Other delivery documents as may be subsequently prescribed by DepEd shall be provided by the Supplier.

Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to one percent (1%) of the payment, or a special bank guarantee in the amount equal to one percent (1%) of the Contract Price required in Section 62 of RA 9184 and its IRR.

Release of the retention money shall be at the expiration of the warranty period, or the remaining amount in case it has been utilized pursuant to the warranty provision.

Conforme:



Signature over printed name of Supplier:

Date:

10 / 10 / 2023