



**PURCHASE ORDER**

Supplier : **MONTECEST CATERING SERVICES**  
 Address : Lot 6 Blk 1 East Gate Ave., East Gate Executive Village, Velasquez St., San Juan, Taytay, Rizal  
 Email Address : montecestcateringservices@gmail.com  
 Telephone Nos. : 0917-549-6751  
 TIN : 497-487-768-000

P.O. No. : 2022 - OSEC (010) - AC - NP (UP) - 003 - P001  
 Date : MAY 16 2022

Mode of Procurement : NP-SVP  
 End-User : Office of the Secretary (OSEC)

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

Place of Delivery : DepEd Central Office, Meralco Avenue, Pasig City Delivery Term : On actual date of General Assembly (June 2022) to be later determined by the End-User  
 Date of Delivery : On actual date of General Assembly (June 2022) to be later determined by the End-User Payment Term : See Terms and Conditions

Project Title: **Procurement of Meals and Snacks for the General Assembly**

DESCRIPTION	QTY	UOM	UNIT COST	TOTAL PRICE
<b>Packed Meals and Snacks</b>				
<b>Meals</b>			PhP300.00	PhP600,000.00
Sk2 Plasticware for Bento Box, Utensils and Dessert Cups				
Roast Pork w/ mushroom				
Roasted Chicken Teriyaki				
Fish Fillet w/ garlic mayo				
Sauteed mixed vegetables				
1 Steamed rice				
Asst. Bottled Soda (Pepsi Product)				
Mango tapioca				
<b>PM Snacks</b>			PhP150.00	PhP300,000.00
Mushroom and Beef Spaghetti				
Garlic Parmesan Chicken Wings				
Asst. C2 solo Green Tea (URC products)				
<b>Inclusions:</b>				
At least 10 food distributors and 2 long tables				
The meals will be delivered at the delivery site 2 hrs before start of event				
<b>TOTAL</b>	<b>2,000</b>	<b>sets</b>		<b>PhP900,000.00</b>

(Total Amount in Words) **Nine Hundred Thousand and 00/100 Pesos Only**

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

Very truly yours,  
  
**JUAN VALERIANO C. RESPICIO IV**  
 Assistant Secretary  
 Youth Affairs and Special Concerns  
 Department of Education

Conforme:   
**Edron O. Monterde Jr.**  
 Signature Over Printed Name of Supplier  
 05-17-22  
 Date

AC-22-OSEC-RIP-GASCO-173  
 100 000 1000 / 000 - \$900,000  
**ALLOTMENT AVAILABLE**

**CHOLITA F. TIONG**  
 Chief, Administrative Officer  
 Budget Division

Funds Available: 900,000  
  
**M.A. RHUNNA L. CATALAN**  
 Chief Accountant

OR No. \_\_\_\_\_  
 Amount : \_\_\_\_\_

**TERMS AND CONDITIONS**

1. Supplier shall be responsible for the source(s) of its goods/items/materials/equipment and shall make deliveries in accordance with the delivery time, place of delivery, descriptions and specifications provided by the award or purchase order (PO). Failure by the Supplier to comply with the same shall be a ground for cancellation of the award or PO issued and for issuance of a new PO in favor of the next lowest calculated responsive bid at the Procuring Entity's option.

2. Supplier shall personally claim the issued purchase order(s) within three (3) days after receipt of notice to that effect. A fax transmission or electronic mail sent to the Supplier shall constitute an official notice. Thereafter, if the PO remains unclaimed, the said PO shall be cancelled.

3. Subject to the provisions of the preceding paragraph, where Supplier had claimed the purchase order but failed to deliver the required goods within the delivery time provided in the PO, Supplier shall be charged of liquidated damages (LD). The amount of LD, deductible from payments due to 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 reached 10% of the amount of PO, the Procuring Entity shall rescind the PO without prejudice to other courses of actions available to the Procuring Entity under RA 9184 and its IRR, and other laws.

4. Supplier shall deliver the goods or items to the Procuring Entity at the Asset Management Division, Alonzo Bldg., DepEd Complex, Meralco Ave., Pasig City.

5. All deliveries of the Supplier shall be subject to inspection and acceptance by the Procuring Entity. All necessary tests undertaken or caused to be undertaken by the Procuring Entity on the goods or items shall be for the account of the Supplier.

6. All Suppliers 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 imposition of LD and rescission of the PO as prescribed in paragraph 3 hereof.

7. Supplier shall guarantee its deliveries to be free from defects and shall commit a three-month warranty commencing from the time of acceptance. Any defective goods or items that may be discovered by the Procuring Entity within the warranty period shall be replaced by the Supplier with 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.

8. 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 the Procuring Entity.

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

10. Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from the signing of the PO. An Irrevocable Letter of Credit of Bank Guarantee of an equivalent amount, which shall remain valid until the goods are delivered, must be submitted and accompanied by a claim for advance payment.

Supplier shall submit a billing statement and attach thereto the following: (i) quantities of goods or items delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract; and (ii) Inspection and Acceptance Reports (IARs), including certification by Supplier, as approved by the duly authorized DepEd representative, that the goods or items have been delivered in accordance with the PO and Contract.

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 at least 3% of every progress payment, or a special bank guarantee in the amount equal to at least 3% of the Contract Price required in Section 62 of RA 9184 and its IRR.

Final payment shall consist of the retention money to be released at the expiration of the warranty period, or its remaining amount, after it has been utilized pursuant to the warranty provision.

11. All payments are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93.

Conforme:

*Edren O. Montalvo Jr.*

Signature over printed name of Supplier

05-17-22

Date